

**California Department of Health Services
Tobacco Control Section**

**Request for Proposal
for
Tobacco Education Clearinghouse of California
TCS-02-25400
*July 18, 2002***

**Tobacco Control Section
Department of Health Services
P.O. Box 942732, MS#555
Sacramento, CA 94234-7320
(916) 327-5425
<http://www.dhs.ca.gov/tobacco>**



State of California—Health and Human Services Agency
Department of Health Services



Governor

DIANA M. BONTÁ, R.N., Dr. P.H.
Director

July 18, 2002

TO: Prospective Proposers

SUBJECT: REQUEST FOR PROPOSAL, TCS-02-25400

Enclosed is Request for Proposal (RFP), TCS-02-25400 entitled “**Tobacco Education Clearinghouse of California.**” The purpose of this RFP is to seek proposals from qualified non-profit agencies in order for the California Department of Health Services, Tobacco Control Section (CDHS/TCS) to contract with one agency to operate and maintain a statewide tobacco education/information clearinghouse and resource center, known as the Tobacco Education Clearinghouse of California (TECC).

The enclosed RFP specifies eligibility, submission requirements, and tentative timelines. Please read the RFP carefully as this is an open competitive process and proposals must comply with all RFP instructions to be reviewed. ***Proposals are due in the Tobacco Control Section office by Friday, September 6, 2002, no later than 5 p.m.***

The complete RFP and all required forms are also available on the CDHS/TCS website: <http://www.dhs.ca.gov/tobacco>. Additionally, the Policy Section of the CDHS/TCS Competitive Grantees Administrative and Policy Manual is available on the website to assist potential proposers in preparing proposals.

In this procurement, prospective proposers are asked to voluntarily submit a non-binding Letter of Intent. See the RFP for detailed Letter of Intent submission instructions. Also, it is recommended that you attend the scheduled Bidders' Conference. Please bring a copy of the RFP with you to the conference. Answers to questions about the RFP will be provided only at the Bidders' Conference. Phone calls for programmatic technical assistance in preparing the proposal will not be accepted.



601 North 7th Street, Sacramento, CA 95814, P.O. Box 942732, MS 555, Sacramento, CA, 94234-7320
(916) 327-5425

Internet Address: www.dhs.ca.gov/tobacco

BIDDERS' CONFERENCE

Wednesday, July 31, 2002
1:30 p.m. – 5:00 p.m.
Department of Health Services
Continental Plaza Building
Harold N. Mozar Room, #310
601 North 7th Street
Sacramento, CA 95814
(916) 327-5425

If anyone attending the bidders' conference requires special accommodations, such as, for the hearing impaired, please call Gloria Marquez at the number listed above by ***July 25, 2002.***

Sincerely,

Dileep G. Bal, M.D., Chief
Cancer Control Branch
Department of Health Services

Enclosure

cc: Posted on DHS Website
Tobacco Education Research Oversight Committee (TEROC) Members

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I. INTRODUCTION

A. Purpose

The California Department of Health Services, Tobacco Control Section (CDHS/TCS), is soliciting proposals from California public or private non-profit agencies that are able to operate and maintain a statewide anti-tobacco use education/information clearinghouse and resource center. Proposals must address all of the core components provide in the Scope of Work (Refer to Section IV). Any agency submitting a proposal must employ highly-qualified staff with strong publication, production, and distribution skills. The target audience for these services are agencies in California receiving funds for tobacco-use prevention education.

The Tobacco Control Section intends to make a single contract award to the most responsive and responsible Contractor complying with this Request for Proposal (RFP).

B. Goal and Objectives

The goal of the Clearinghouse is to provide to CDHS/TCS-funded agencies access to state-of-the-art, anti-tobacco education materials, education programs, policies, reference materials, and other related resources that support the priorities of CDHS/TCS.

Appropriate educational materials, information, reference materials, and resources are critical if CDHS/TCS-funded projects are to be successful in implementing tobacco-use prevention education programs across the state. Education materials must also be culturally sensitive, linguistically appropriate, and aimed at the literacy level of the intended target populations. At the same time, a centralized mechanism must be in place to provide technical assistance, efficient access, and dissemination of the materials to TCS-funded agencies.

The information provided by the Contractor must be consistent with that being disseminated by state, federal, and national health information centers, including the National Cancer Institute, the Centers for Disease Control and Prevention, Office of Smoking and Health, and the California Department of Health Services.

Therefore, the objectives of the contract being procured by this RFP are to:

1. Identify and obtain tobacco-use prevention education materials, reference materials, and resources from local, state, federal, and national sources that support CDHS/TCS priorities.
2. Maintain a centralized educational materials and information Clearinghouse that provides/manages: bulk distribution of materials; a lending library of educational, reference and media materials, and printing masters; educational materials and literature search capabilities; a project database; a website; and educational material referral services.
3. Assist CDHS/TCS to develop culturally sensitive and linguistically appropriate materials that promote education on statewide laws and services by providing educational material

development services that include, but are not limited to, focus group testing, pilot testing, translation, graphic design, and production and distribution services.

4. Assist CDHS/TCS contractors to identify and develop culturally sensitive and linguistically appropriate materials through on-site meetings or telephone technical assistance.
5. Coordinate educational materials development services between CDHS/TCS and its contractors and subcontractors.
6. Provide bulk purchase and referral services to consumers, health professionals, and educators through private non-profit agencies, local lead agencies, professional associations, and schools, through a cost-recovery process.
7. Develop and maintain websites and databases that facilitate sharing tobacco control information and data.

C. Background

In November 1988, California voters approved the Tobacco Tax and Health Protection Act of 1988 (Proposition 99) which added a 25-cent tax to each pack of cigarettes sold in the state. These additional tobacco taxes were earmarked for tobacco-related research, health education and promotion, and health care.

The enabling legislation for Proposition 99 includes Assembly Bills (AB) 75, 99, and 3487, and Senate Bills (SB) 99, 816, 493, and the annual State Budget. These bills provide legislative authority for programs administered by CDHS/TCS to:

- conduct health education interventions and behavior change programs at the state level, in the community, and other non-school settings;
- apply the most current research and findings; and
- give priority to programs that demonstrate an understanding of the role community norm change has in influencing behavioral change regarding tobacco use.

Since the passage of Proposition 99, per capita cigarette consumption in California has declined by more than 50 percent and the adult smoking prevalence has declined by more than 20 percent. Lung cancer rates over the past 10 years have decreased by 14 percent, while other regions of the country reported only a 2.7 percent decrease over the same period.

The scope of the health education campaign launched by CDHS/TCS is addressed in the Health and Safety (H.S.) Code, Part 3, Chapter 1, commencing with Section 104350. These statutes authorize CDHS/TCS to fund a variety of innovative approaches to reduce tobacco use which include, among other things, funding for local health departments (Local Lead Agencies [LLAs]) (H.S. Code Section 104380), competitively selected statewide and

community-based projects (H.S. Code Section 104385), a statewide media campaign (H.S. Code Section 104375(e)(1)), and an extensive evaluation of the entire tobacco control program (H.S. Code Section 104375(b)). These programs are described below.

Local Lead Agencies (LLAs): The LLAs are California's 58 county and 3 city health departments. Considered the lead tobacco control agency at the local level, each LLA is funded to implement comprehensive programs in their area. The LLAs foster and involve community coalitions in developing strategic community actions to combat tobacco use in their jurisdiction and conduct a wide range of education, information, policy, prevention, and cessation activities.

Statewide Grants: CDHS/TCS funds several statewide contracts to address a particular issue or to provide technical assistance to other funded projects. These statewide projects work closely with CDHS/TCS and include the Clearinghouse, the California Smokers' Helpline, the Technical Assistance Legal Center (TALC), The Center for Tobacco Policy and Organizing, and BREATH - The California Smoke-free Bar, Workplaces, and Communities Program.

Community-Based Contracts: Approximately 107 agencies will be funded when this contract term begins. Many of the currently-funded, community-based contractors are implementing programs which are specifically designed to reach local ethnic populations, youth, or other specified populations. Others focus on topic areas, such as reducing secondhand smoke, eliminating tobacco industry sponsorships, and tobacco retailer licensing. These projects use innovative strategies to reach their respective target populations and to address their specific issues.

Ethnic Networks: There are four ethnic networks funded to help coordinate efforts, provide training, and share resources among the numerous projects that target the following specific ethnic populations: African American, Asian/Pacific Islander, Hispanic/Latino, and American Indian. The ethnic networks help provide guidance on directions and activities that specifically counter tobacco use and addiction in these various ethnic populations.

Statewide Media Campaign: The statewide media campaign consists of both advertising and public relations campaigns, including linguistically and culturally relevant, ethnic-specific campaigns. The statewide media campaign utilizes hard-hitting paid advertising and public service announcements (television, radio, billboards, transit, and print) with thought-provoking messages to effectively communicate the dangers of tobacco use, secondhand smoke, and the tobacco industry's manipulative marketing ploys, throughout California's ethnically diverse communities. The public relations portion of the statewide media campaign includes strategic communications planning and implementation; media relations and advocacy; technical assistance to local programs; grassroots coalition building; promotional event development; news conference coordination, media alerts, and press releases; and branding and image development. One of the key qualities of the public relations component is its ability to respond rapidly to the fluctuations in the tobacco control environment.

Data Analysis and Evaluation: This component of the anti-tobacco education effort tracks adult and youth tobacco use prevalence by conducting year-round telephone surveys. These surveys also provide information about public opinion and knowledge related to tobacco use, which enables the other tobacco control components to more appropriately

target their education and media outreach. Additionally, both in-house and external evaluations of all tobacco control components are conducted to monitor progress toward reaching program goals and objectives, and to determine which strategies are most effective in reducing tobacco use.

1. Authorization

Pursuant to the Health and Safety Code, Part 3, Chapter 1, commencing with Section 104350, specifically Section 104390, CDHS/TCS is authorized to develop and maintain support services for local tobacco-use prevention programs. The Code states:

“The department may provide program support services to local tobacco use prevention programs, which shall include, but not be limited to, all of the following: (1) Data collection. (2) Educational materials. (3) Evaluation. (4) Technical assistance. (5) Training. (6) Transfer of information among programs....”

2. History

Pursuant to these mandates, on March 14, 1990, March 17, 1995, July 31, 1996, and June 23, 1999, CDHS/TCS released RFPs soliciting proposals for a statewide Clearinghouse. The four competitive bid processes resulted in the funding of ETR Associates, Inc. to establish and maintain a statewide tobacco education clearinghouse. ETR Associates, Inc. has operated the Clearinghouse since the initial start-up on July 1, 1990. The current contract ends December 31, 2002.

ETR Associates, Inc. currently provides the following services: 1) a bulk distribution system for the dissemination of tobacco education materials and resources; 2) an extensive library and resource center, housing over 10,000 materials; 3) a computerized database of materials, currently consisting of over 3,400 records; 4) reference and referral services; 5) circulation services; 6) technical assistance in materials development and access to resources; 7) development of materials and documents to support tobacco education programs, including educational materials and a resource directory of funded projects; and 8) management of CDHS/TCS' computer network system. (See Appendix A for more information on the PARTNERS Computer Network System.)

Existing resources and processes established by the current Contractor are to be assessed, used, and transferred to the fullest extent possible to the Contractor resulting from this RFP process should the contract awardee be other than the current Contractor.

D. CDHS/TCS Program Priorities Overview

CDHS/TCS is responsible for supporting a statewide Tobacco Control Program designed to reduce tobacco use in the state and achieve a tobacco-free California. Through the coordinated efforts of local health departments, community-based organizations, and a statewide media campaign, this program has made extraordinary progress toward these goals. The provision of materials and resources through the Clearinghouse to CDHS/TCS and its contractors plays a critical, supportive role in the success of the program.

The program has maintained its focus and coherence by adhering to a common “denormalization” strategy aimed at reducing the social acceptability (or “normality”) of

tobacco use and exposure to secondhand smoke in California communities. Through awareness raising, education, policy advocacy, and community mobilization, the program awakens the community out of its indifference to or tolerance of exposure to secondhand smoke, availability of tobacco products to minors, and the saturation of our community environments with youth-targeted tobacco advertising and such tobacco promotions as sponsorship of community, cultural, ethnic, and sporting events. Lasting change in youth behavior regarding tobacco can only be secured by first changing the adult world in which they grow up.

California's comprehensive Tobacco Control Program is very successful. Since its inception, the rate of decline in adult smoking prevalence more than doubled in California. This is a more rapid decrease than that of the national adult smoking prevalence. Credit for this dramatic rate of decline is the result of a coordinated effort by local programs and the statewide media campaign. However, although California smokers are decreasing the number of cigarettes they smoke per day, the prevalence of smoking has changed little since 1994, and there are currently about 4.7 million smokers in the state.

CDHS/TCS and its funded projects will continue to focus on four priorities: 1) reducing exposure to secondhand smoke and increasing the number of smoke-free public spaces, worksites, schools, and communities; 2) reducing availability of tobacco products; 3) countering pro-tobacco influences in the community; and 4) increasing availability of cessation services. These priorities address key factors related to adult and/or youth tobacco use and are broad enough to encompass nearly all tobacco control activities.

E. CDHS/TCS Program Priorities Rationale

The rationale for the priority areas of programmatic focus for denormalization is as follows:

1. Reduce Exposure to Secondhand Smoke and Increase the Number of Smoke-Free Public Spaces, Worksites, Schools, and Communities

The tobacco control literature shows that where there are strong policies that protect people from the effects of secondhand smoke, there is a drop in smoking prevalence. This cause and effect relationship has been substantiated on a large scale by the California experience. Spurred by LLA educational efforts, local coalition volunteers, the Smoke-Free Cities Project, Americans for Nonsmokers' Rights, the American Lung Association, the American Cancer Society, and the American Heart Association, with support from Regional Community Linkage Projects and the Tobacco Control Section's statewide media campaign, from 1990 to June 1994, 101 cities enacted smoke-free public policies and close to 300 cities had public policies restricting smoking and/or access to vending machines. This obvious grass roots public support preceded state legislation protecting people from the effects of secondhand smoke on the job and in public places.

In 1994, the State Legislature enacted the Smoke-free Workplace Act, Assembly Bill (AB) 13, (Labor Code 6404.5) in order to protect working Californians from being forced to breathe secondhand smoke while on the job. This law prohibited smoking in most enclosed work-sites with limited exemptions. January 1, 1998 ushered in the second phase of the Smoke-free Workplace Act-which prohibits smoking in bars, taverns, and gaming clubs. Consistent education and enforcement has been and will continue to be

critical to the success of this worker protection law. Protecting California workers and the public from the effects of secondhand smoke and helping large numbers of smokers to get the environmental support they need to quit smoking remains a high priority with CDHS/TCS.

Additionally, the importance of addressing workplaces not covered through AB 13, such as on American Indian lands in California, remains an area of focus. Several American Indian owned businesses, including casinos, are beginning to institute smoke-free policies, but much work still remains.

In addition to AB 13, which addressed indoor secondhand smoke exposure, the first statewide law addressing outdoor tobacco smoke exposure was passed in 2001. AB 188 (Health and Safety Code Section 104495) prohibits smoking within the boundaries of a playground or tot lot.

Several communities throughout California have also taken steps to reduce exposure to secondhand smoke in outdoor settings by supporting policies prohibiting smoking at fairs and festivals, parks and recreation areas, building entrances, and outdoor dining areas of restaurants. A 2001 Field Poll of Californians revealed the following:

- 88.1 percent of respondents strongly or somewhat agreed that playgrounds and other child play areas should be smoke-free within a minimum of 15 feet from the edge of play areas;
- 82.5 percent of respondents strongly or somewhat agreed that outdoor entertainment venues such as stadiums, zoos, and fairgrounds should have designated smoking and non-smoking areas;
- 82.5 percent of respondents strongly or somewhat agreed that common areas within apartments and condominium complexes should be smoke-free; and
- 85.6 percent of respondents strongly or somewhat agreed that hotel and motel lobbies and common areas should be smoke-free.

Confirming the importance of reducing exposure to secondhand smoke, a 1997 California Environmental Protection Agency report, "Health Effects of Exposure to Environmental Tobacco Smoke," provided overwhelming evidence that secondhand smoke exposure is causally associated with developmental, respiratory, carcinogenic, and cardiovascular health effects, including fatal outcomes such as Sudden Infant Death Syndrome (SIDS) and heart disease mortality, as well as serious chronic diseases such as childhood asthma.

Data from the 1999 California Tobacco Survey indicate that the California Tobacco Control Program's emphasis on protecting non-smokers is associated with a major reduction in the exposure to secondhand smoke in workplaces and homes.

2. Reduce the Availability of Tobacco Products

Overall, California has seen a significant drop in the rates of illegal tobacco sales, down from 52.1 percent in 1994 to 13.1 percent in 1998. Although the rate increased in 1999 to 16.9 percent, it dropped to a low of 12.8 percent in 2000 and increased again in 2001 to 17.1 percent. Continued interventions are needed to monitor and control the situation. However, there has been a huge drop in the percent who think it is easy to buy a pack of cigarettes, from 51.5 percent in 1996 to 26.7 percent in 1999.

The elimination of self-service displays in stores tends to decrease adult impulse purchases, illegal sales of tobacco to minors and youth theft. Other promising local interventions to reduce the availability of tobacco products include: tobacco retail licensure, which provides the municipality or other government entity the authority to fine or to revoke the license of those retailers who violate tobacco-related laws, as well as conditional use permits that limit the location and number of retailers who sell tobacco in a specific jurisdiction.

Efforts to prevent youth access to tobacco, such as the Stop Tobacco Access to Kids Enforcement (STAKE) Act and Penal Code Section 308 (a) enforcement, tobacco retailer licensing, tobacco self-service display policies, and conditional use permits must continue at a level that maintains California's compliance with state laws and with the federal law requiring an illegal tobacco sales rate of less than 20 percent.

In Spring 2002, CDHS/TCS launched the STORE (Strategic Tobacco Retail Effort) Campaigns. The STORE Campaign is a comprehensive tobacco intervention to address all aspect of the retail tobacco environment's negative impact on youth. The goal of the campaign is to reduce illegal sales and decrease the tobacco industry's deceptive advertising and marketing activities in the retail environment.

California laws that went into effect in 2002 pertaining to youth access include the following:

- a. Sale of Bidis (Penal Code §308.1, Senate Bill No. 322): Prohibits the sale, distribution, or importation of "bidis" (also known as "beedies," defined as products containing tobacco wrapped in temburni leaf or tendu leaf) except at businesses that prohibit minors.
- b. Minimum Pack Size (Penal Code §308.3, Senate Bill No. 757): Cigarettes may not be manufactured, distributed, sold, or offered for sale in packages of less than 20. Roll-your-own tobacco may not be manufactured, distributed, sold, or offered for sale in a package containing no less than 0.60 ounces.
- c. Tobacco Product Samples and Coupons (Health and Safety Code §118950, Senate Bill No. 757): State law previously prohibited the distribution of free or low-cost cigarettes or smokeless tobacco products (or coupons or rebate offers for such products) on public grounds, such as a state- or county-owned fairgrounds. This new law prohibits the distribution of free or low-cost tobacco products, coupons, coupon offers, and rebate offers on private grounds that are open to the public, such as race tracks or retail outlets.

- d. Self-Service Cigarette Sales (Business and Professions Code §22962, Senate Bill No. 757): Prohibits the sale or display of cigarettes through a self-service display, which is an open display of cigarettes accessible to the public without clerk assistance.

3. Counter Pro-Tobacco Influences in the Community

Eliminating tobacco industry influence in our communities is of the highest priority for California's programs. The tobacco industry spends massive amounts of money on slick advertising and promotional campaigns, which mislead the public regarding the addictiveness and negative health effects of tobacco. Tobacco companies strategically target specific community events, such as rodeos, festivals, concerts, and pow-wows to create the perception that tobacco is a vital and even necessary part of community life. Results of the 1996-98 Independent Evaluation conducted by the Gallup Organization and its partners, Stanford University and the University of Southern California, show:

- Tobacco marketing and advertising remains prevalent in communities. More Californians reported seeing tobacco advertisements in 1998 compared to 1996 in at least four venues: at community events, in newspapers and stores, and on billboards.
- The public is concerned about the amount of tobacco advertising and marketing in their communities. One half of adults, 44 percent of 8th grade youth, and one third of 10th grade youth thought that it is a serious problem that tobacco products are advertised in their community.
- The public supports restrictions on tobacco advertising and marketing. In 1998, from one-half to two-thirds of adults and opinion leaders supported restrictions to ban tobacco advertising on billboards and in stores, to ban tobacco sponsorship of sporting and community events, and to reduce the amount of smoking on TV programs and in films.

Tobacco control strategies in this priority area would include developing interventions to weed out the harmful tobacco industry presence in our communities, enacting local policies to reduce exposure to tobacco advertising and promotions, creating alternative sponsorship opportunities, and countering efforts to block or weaken regulation of tobacco or policies already in place. In addition, because of the increase in smoking among young adults, strategies are needed to impact this population with interventions to counter tobacco industry tactics that position tobacco use as "edgy" and "cool."

4. Increase Availability of Cessation Services

Smoking cessation is a complex, often extended process. It starts with an individual contemplating the decision to quit and proceeds to, in most cases, several repeated quit attempts until they are successful. As social norms shift away from the acceptability of smoking, they influence the level of motivation to quit across the entire population of smokers, and motivate more smokers to quit on their own. As such, cessation becomes the outcome rather than the intervention. In California, 90 percent of former smokers report quitting on their own without cessation services. However, CDHS/TCS does fund

free tobacco cessation assistance available for adults and teens from the California Smokers' Helpline. Cessation counseling is available in English, Spanish, Vietnamese, Korean, Mandarin, and Chinese. Some health departments also provide direct cessation services at no cost or for a nominal fee.

CDHS/TCS also funds several competitive contractors to approach cessation through a systems approach. This includes working with pharmacies, health maintenance organizations, and health care providers to improve their capacity to offer culturally and linguistically appropriate cessation services.

II. GENERAL PROPOSAL INFORMATION

A. Who May Submit a Proposal

1. California public or private non-profit agencies, are eligible to seek an award for this one contract to operate and maintain a clearinghouse and resource center. For proposers claiming private non-profit status, **either** certification from the State of California, Office of Secretary of State **or** a letter from the Department of the Treasury, Internal Revenue Service (IRS) classifying the administrative agency as a private non-profit **MUST BE INCLUDED** with the submission of the proposal. The certification proposal and a sample letter are provided in Appendix B and Appendix C.
2. State of California agencies, other than state universities, colleges, and community colleges, are not eligible to submit proposals.
3. Any eligible public or non-profit agency, with the exception of universities and colleges, that receives funding from, or has an affiliation or contractual relationship with a tobacco company and any of its subsidiaries or parent company during the term of the contract, is not eligible for an award under this RFP. Agency certification to this effect is required on Attachment 12. See Appendix D for a partial list of tobacco company subsidiaries.

With regard to universities and colleges, any Principal Investigator who within the last five years from the start date of the contract period or during the term of the contract, receives funding from, or has an affiliation or contractual relationship with a tobacco company or any of its subsidiaries or parent company is not eligible for an award under this RFP. The Principal Investigator's certification is required on Attachment 12. See Appendix D for a partial list of tobacco company subsidiaries.

B. Contract Term and Anticipated Amount

1. Approximately \$5 million is anticipated to be available to obtain the services described in this RFP. The contract term of the resulting contract is expected to be 37 months and is anticipated to be effective from December 1, 2002 through December 30, 2005. In addition, approximately \$60,000 per month from catalog sales is also anticipated to be available to obtain the services described in this RFP.
2. The resulting contract will be of no force or effect until it is signed by both parties. The Contractor is hereby advised not to commence performance until all approvals have been obtained. Should performance commence before all approvals are obtained, said services may be considered to have been volunteered if all approvals have not been obtained.
3. This award is contingent on the availability of anticipated Fiscal Year (FY) 2002-03 and subsequent FY years. The actual contract award amount for each FY will be known when each annual State Budget is signed by the Governor. There is no guarantee that funding will be available.

C. Reservation of Rights

1. CDHS/TCS reserves the right to reject any or all proposals and to cancel or terminate this RFP at any time.
2. CDHS/TCS may waive any immaterial deviation in any proposal. The CDHS/TCS waiver of any immaterial defect(s) shall not excuse a proposal from full compliance with the contract terms if a contract is awarded. There is no guarantee that scoring 70 or above will result in a contract award.
3. CDHS/TCS reserves the right to withdraw the award if an acceptable Scope of Work (SOW), Budget, Budget Justification, and other CDHS/TCS required forms are not received by CDHS/TCS within 45 calendar days of being negotiated by CDHS/TCS and the awardee.
4. CDHS/TCS reserves the right to withdraw the award or negotiate the SOW and budget of any proposed service or activity or proposed project components.
5. Expenses associated with preparing and submitting a proposal are solely the responsibility of the agency and will not be reimbursed by CDHS/TCS.

D. Contract Terms and Conditions

Contract conditions will include the: 1) Standard Agreement form, 2) Scope of Work, 3) Budget and Payment Provisions, 4) General Terms and Conditions (GTC 201). View or download at the Internet site: <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>, 5) Special Terms and Conditions, 6) Additional Provisions, 7) Contractor's Release, and 8) Travel Reimbursement Information, and other contract conditions that will be provided to the awardee prior to contract negotiations. In addition, note the following:

Intellectual Property Rights

The State shall be the owner of all rights, title, and interest in, but not limited to, the copyright to any and all Works created, produced, or developed under a contract awarded from this RFP, whether published or unpublished. If successful in your RFP, you must comply with the Intellectual Property Rights language. Changes to this language will **not** be negotiated at any time during the RFP process nor with the awarded proposer. See Appendix E for the Intellectual Property Rights contract language.

E. Voluntary Letter of Intent

Prospective proposers are asked to voluntarily indicate their intention to submit a proposal. Failure to submit a Letter of Intent will not affect the acceptance of any proposal. The Letter of Intent is not binding and prospective proposers are not required to submit a proposal merely because a Letter of Intent is submitted.

Letter of Intent

For purposes of planning the review process, all prospective proposers are encouraged to submit a letter notifying CDHS/TCS of the proposer's intent to

submit a proposal. **One (1) signed letter of intent should be received at CDHS/TCS by 5 p.m. on August 7, 2002.** The letter of intent must be submitted on the proposer's letterhead and state the following: the name and number of the RFP under which the proposal will be submitted, and the estimated budget request. E-Mail documents will not be accepted. Mail or fax the letter of intent to:

Gloria Marquez
Tobacco Control Section
California Department of Health Services
P.O. Box 942732, MS #555
Sacramento, CA 94234-7320
FAX # (916) 327-5424

Clearly indicate "**Tobacco Education Clearinghouse of California, TCS- 02-25400**" on the outside of the mailing envelope or FAX transmittal sheet.

F. Proposal Submission Requirements

By submitting a proposal, the proposers agree that CDHS/TCS is authorized to verify any and all claimed information and to verify any references named in the proposal. The proposals received by CDHS/TCS are subject to the provisions of the "California Public Records Act" (Government Code Section §6250 et seq.) and are not considered confidential after completion of the selection process.

Submit one signed original (clearly marked "original"), plus eight (8) copies of the entire proposal. It is the sole responsibility of the proposer to ensure that CDHS/TCS receives the required number of copies of the proposal by the above deadline. Clearly indicate "**Tobacco Education Clearinghouse of California, TCS-02-25400**" on the outside of the mailing envelope. **Proposals must be received at CDHS/TCS by 5 p.m., Friday, September 6, 2002. Postmarks will not be considered.**

- FAX or E-mail documents will not be accepted. No exceptions will be made.
- A late or an incomplete proposal will be considered non-responsive and will not be reviewed for an award.
- No changes, modifications, corrections, or additions may be made to the proposal once it is received. No exceptions will be made.

DHS' internal processing of U.S. mail may add 48 hours or more to the delivery time. If you choose hand delivery, allow sufficient time for parking and to sign-in at the security desk.

Deliver completed proposals to CDHS/TCS:

**Regular Mail
(U.S. Postal Service):**

Diane Hightree
Tobacco Control Section
Department of Health Services
P.O. Box 942732, MS 555
Sacramento, CA 94234-7320

**For hand or overnight delivery
(UPS or FedEx):**

Diane Hightree
Tobacco Control Section
Department of Health Services
601 North 7th Street, MS 555
Sacramento, CA 95814

NOTE: U.S. Postal Service will not deliver to the street address, and overnight mail will not be accepted at the P.O. Box address.

G. RFP Bidders' Conference

A RFP Bidders' Conference is scheduled for the purpose of answering questions directly related to the RFP requirements and services sought in the SOW. The conference is the only medium available for questions. After the conference, technical assistance regarding programmatic content will not be available.

BIDDERS' CONFERENCE
Wednesday, July 31, 2002
1:30 p.m. – 5:00 p.m.
Department of Health Services
Continental Plaza Building
Harold N. Mozar Room, #310
601 North 7th Street
Sacramento, CA 95814
(916) 327-5425

Directions to CDHS/TCS are available online at the CDHS/TCS website:
<http://www.dhs.ca.gov/tobacco>.

H. Proposal Review Process

1. Review for Compliance with Mandatory RFP Requirements

Proposals will be date and time stamped upon receipt at CDHS/TCS. Each proposal received at CDHS/TCS by 5 p.m. on Friday, September 6, 2002 will be reviewed for compliance with the requirements provided in this document. Proposals that do not comply with the requirements will be considered non-responsive and will be excluded from the review. Omission of any required document or form, failure to use required formats for response, or failure to respond to any requirement may lead to rejection of the proposal prior to the review. The CDHS/TCS may waive any immaterial deviation in any proposal. The CDHS/TCS waiver of any immaterial defect(s) shall not excuse a proposal from full compliance with the contract terms if a contract is awarded. **LATE, INCOMPLETE, OR NON-COMPLIANT PROPOSALS WILL BE REJECTED.**

2. Technical Review

Each proposal that complies with the mandatory requirements will be evaluated and scored for technical merit by a panel of reviewers. This panel may include persons representing LLAs, CDHS/TCS Contractors, voluntary organizations, ethnic communities, clearinghouses or resource centers, education, and staff from CDHS.

In this technical review process, proposals will be scored on a scale of 0 to 100 total possible points. The Proposal receiving a score of 70 points or more will be considered for a contract award depending upon the availability of monies and non-duplication of local, state, or national tobacco control initiatives. There is no guarantee that scoring 70 or above will result in a contract award or a contract award at the level requested.

The maximum point value of each proposal section is as follows:

Agency Capability	40 points
Project Description/SOW	45 points
Budget and Budget Justification	<u>15 points</u>
Total Points	100 points

3. Contract Award

- a) Award of the contract will be to the responsive proposer, who earns the highest total score.
- b) Should there be a tie, CDHS/TCS reserves the right to conduct oral interviews and/or site visits to review the proposer agencies and to determine a final score and selection. If CDHS/TCS decides to conduct the oral interview and/or site visit, criteria and instructions will be sent under separate cover to the qualifying proposers. If conducted, the oral interview will be the basis for further consideration of a contract award.
- c) In the event that CDHS/TCS is unable to execute a contract with an initial successful agency, CDHS/TCS reserves the right to award a contract to the proposer that has earned the next highest score and has met the requirements specified in this RFP.
- d) In the event the contract is not accepted by the proposer with the highest score or a contract is awarded to the proposer with the highest score and later terminated, CDHS/TCS may enter into a contract with the available proposer having the next highest score in the review process for performance of remaining contract work.

4. Notification of Award Decision

All agencies that submitted a proposal for this RFP will be notified of the decision in writing and may receive, upon written request to CDHS/TCS, the consensus review tool summary page of their proposal, which provides the score and overall strengths and weakness of their proposal. If an oral interview and/or site visit are conducted, proposers may upon written request receive a summary of the reviewers' comments of their proposal.

5. Contract Negotiation

Following the contract award notification, contract negotiations will occur with the potential Contractor in a timely manner. CDHS/TCS reserves the right to reject and /or modify any proposed SOW core component(s). Following contract negotiations, the Contractor is required to submit a detailed SOW, Budget, and Budget Justification in accordance with CDHS/TCS requirements, which will become part of the formal contract. Upon completion and approval of these documents, the contract will be fully executed and work shall commence.

CDHS/TCS reserves the right to withdraw the contract award if an acceptable SOW, Budget, Budget Justification and other CDHS/TCS required forms are not received by CDHS/TCS within 45 calendar days of being negotiated by CDHS/TCS and the awardee.

In the event that CDHS/TCS is unable to execute a contract with the initial successful agency, CDHS/TCS reserves the right to continue the evaluation of the proposals and select the proposal that most closely meets the requirements specified in this RFP, and that received a passing score of at least 70 points.

I. Appeal Process

Only those agencies that submit a proposal consistent with the requirements of this RFP and are not awarded the contract may appeal. There is NO appeal process for proposals that are submitted late, non-compliant, or are incomplete. The awarded proposer may not appeal the contract award level. Letters appealing the final proposal selection must be received **by 5 p.m. on September 30, 2002, at the address indicated below. E-mail documents WILL NOT BE ACCEPTED.**

Appeals shall be limited to the ground that CDHS/TCS failed to correctly apply the standards for reviewing the appealing agency's proposal in accordance with this RFP. The appellant must file a written appeal, which includes the issue(s) in dispute, or other basis for the appellant's position, and the remedy sought. Incomplete appeals will be rejected. Appeals must be mailed or faxed to:

Donald O. Lyman, M.D., Chief or Designee
Division of Chronic Disease and Injury Control
Department of Health Services
P.O. Box 942732, MS #504
Sacramento, CA 94234-7320
Fax number: (916) 327-5424

At the sole discretion of the Chief of the Division of Chronic Disease and Injury Control or his/her designee an appeal hearing may be held. The decision of the Chief of the Division of Chronic Disease and Injury Control or his designee shall be final. There is no further administrative appeal. Appellants will be notified of decisions regarding their appeal in writing within fifteen working days of their hearing date or the consideration of the written appeal letter, if no hearing is conducted.

J. Tentative Timelines

July 18, 2002	Release of RFP
July 31, 2002	Bidders' Conference: Department of Health Services Continental Plaza Building Harold N. Mozar Room, #310 601 North 7 th Street Sacramento, CA 95814 1:30 to 5:00 p.m.
August 7, 2002	Letters of Intent due by 5 p.m.
September 6, 2002	Proposals due by 5 p.m.
September 23, 2002	Notification of Award Decision
September 30, 2002	Appeals due by 5 p.m.
October 7, 2002	Appeal Hearings
December 1, 2002	Contract period begins
December 30, 2005	Contract period ends

III. ADMINISTRATIVE AND PROGRAM REQUIREMENTS

Proposers must have the administrative ability to manage state Contractor funds and the technical expertise to successfully implement the proposed project activities. It is the experience of CDHS/TCS that some proposers are unfamiliar with State procedures, requirements, and expectations. The following information is provided in order that the prospective proposers might assess their ability to enter into a binding contract with CDHS/TCS.

1. The Contractor must expend funds in accordance with the negotiated line item budget. If changes in line items, salary ranges, or staffing patterns need to be made, the Contractor must request a budget revision or a Contractor amendment depending on what needs to be changed in the budget. CDHS/TCS will determine whether or not to approve the requested budget revision or Contractor amendment.
2. The Contractor is reimbursed in arrears for actual expenses, which means the agency or individual incurs expenses and is then reimbursed by CDHS/TCS. The Contractor submits a monthly invoice for expenses incurred in the previous 30 days and then the State has up to 30 days to pay prompt payment stamp recipients and up to 45 days to pay others. This means that the Contractor must be able to cover at least 45 to 60 days worth of project payroll, indirect expenses, and operating expenses prior to reimbursement by the State. Additionally, the Contractor is to submit invoices to CDHS/TCS in a timely manner to ensure: 1) prompt payment of expenses, and 2) cash flow maintenance.
3. The Contractor must contact CDHS/TCS if they are having difficulties implementing the SOW or needs to make changes in the approved activities. The agency must be aware that it is legally bound to deliver the services as stated in the SOW. This includes serving the number of people identified, conducting the stated number of activities, developing the identified educational materials, etc. If changes need to be made in the SOW, the Contractor must contact CDHS/TCS to discuss the issue and request a SOW revision and contract amendment. CDHS/TCS will determine whether or not to approve the request. **If Contractor deliverables, including Progress Reports, are not completed satisfactorily, CDHS/TCS has the authority to withhold and/or recover payment of funds.**
4. The Contractor must comply with the Competitive Grantees Administrative and Policy Manual. This manual will be incorporated by reference in the contract and, as such, will be a contract document. The manual will be made available to the successful proposer.
5. The Contractor must be knowledgeable of standard accounting and payroll practices including State and Federal tax withholding requirements.
6. The Contractor must maintain accounting records that reflect actual expenditures including, but not limited to: accounting books, ledgers, documents, payroll records, including signed timesheets, etc., following standard accounting procedures and practices that properly reflect all direct and indirect expenses related to this Contractor. These records shall be kept and made available for three (3) years from the date of the final Contractor payment.

7. The Contractor must obtain an annual, single, organization-wide financial and compliance audit. CDHS/TCS will reimburse the Contractor for its proportionate share of the audit expense.
8. The Contractor must obtain prior approval from CDHS/TCS before it is reimbursed for any purchase order, subcontract, or consultant agreement costing \$5,000 or more. Three (3) competitive bids may be required as well as other documentation of the bid process. This information along with the proposed subcontract or consultant agreement must be submitted to CDHS/TCS for approval prior to reimbursement of such expenses.
9. The Contractor must designate a person within their agency or organization to sign payroll time sheets, requisitions, and invoices.
10. The Contractor must maintain accurate records regarding program implementation, which document the number of people served, materials developed, activities conducted, etc. These documentation records may include, but will not be limited to logs, sign-in sheets, meeting minutes, survey, and evaluation data, etc. It is recommended that the Contractor set up documentation files by objective or major activities. Planning minutes, media outreach, and sign-in sheets, etc., should be filed in the objective-specific file as activities are completed.
11. The Contractor must have sufficient personnel to submit to CDHS/TCS timely, accurate, and complete progress reports every six (6) months using the forms and format provided by CDHS/TCS.
12. The Contractor must have adequate personnel to insure timely submission of accurate invoices and maintain the fiscal integrity of the Contractor.
13. The Contractor and all subcontractors should be aware that the State shall be the owner of all rights, title, and interest in, but not limited to, the copyright to any and all Works created, produced, or developed under a Contractor funded from this RFP, whether published or unpublished. Appendix E contains the specific language that will be incorporated into the contract. The Contractor and subcontractors must comply with the Intellectual Property Rights language. Review Appendix E carefully. Changes to this language will **not** be negotiated.
14. Travel and per diem rates shall not exceed those amounts paid to State non-represented employees. Additionally, out-of-state travel is not reimbursable without prior written approval by CDHS/TCS. Refer to Appendix L.
15. The Contractor shall hire program and fiscal/administrative staff with the appropriate training and experience to fulfill deliverables as well as to fulfill payroll, accounting, and administrative procedures.
16. CDHS/TCS may withhold payment of invoices for lack of documented and/or timely progress, as well as any non-compliance with contract requirements.

IV. REQUIRED COMPONENTS

Required Clearinghouse Components/Minimum Project Tasks (Scope of Work)

The following **nine (9)** required Clearinghouse components are to support CDHS/TCS and its funded projects and their subcontractors, including statewide campaigns such as Project SMART (Sponsorship Mission: Avoid Reliance on Tobacco) Money, Smoke-free Bars, Communities of Excellence, FUSION (a statewide tobacco control youth advocacy movement), and the Strategic Tobacco Retail Effort (STORE) Campaign.

The number of CDHS/TCS-funded projects and subcontractors throughout this section is based on current best estimates. There may be significant increases or decreases in the number of funded projects based on future funding availability in regard to the governor's annual budget and the possible return of monies held for pending lawsuits. The proposer that is awarded this contract must be able to be flexible in responding to these types of changes.

The nine (9) components described below are minimum project tasks which are required of the Contractor. These components are to be included in the development of the Project Description and other proposal sections referring to the nine (9) required Clearinghouse components. A minimum of three (3) full-time employees are to be housed at CDHS/TCS in Sacramento to maintain the CDHS/TCS resource library and extra copy area (where multiple copies of documents are readily accessible for CDHS/TCS staff), respond to correspondence, and to manage the PARTNERS web site.

1. Bulk Printing, Purchase/Access and Distribution of Materials

- a. The Contractor is to maintain a bulk educational materials distribution system made available to approximately 250-400 CDHS/TCS Contractors, subcontractors, and Medi-Cal plans ordering materials through the Office of Clinical and Preventive Medicine Website Health Communications Catalog (see www/dhs.ca.gov/ps/ocpm). Approximately 3,000-4,000 annual requests for materials should be anticipated, with two to three (2-3) million pieces shipped per year. The bulk distribution system must be capable of warehousing 250-400 different items for bulk purchase or access through a semi-annual sales catalog and a rapid response ordering system for priority materials that need to be available prior to the printing of the next catalog.
- b. Educational materials provided through the sales catalog must be reviewed by and meet the standards of a Statewide Materials Review Committee and CDHS/TCS staff, which meets twice a year for review of materials. CDHS/TCS Workgroups may be utilized to review workgroup-related materials. An efficient process is to be administered for the production of selected educational materials and distributed either through bulk purchase or by providing limited quantities at minimal or no charge. Annually, a list of materials recommended for removal from the catalog, and a list of perceived material gaps need to be provided to DHS/TCS.

- c. In addition to the 250-400 items above, the Contractor shall be responsible for the printing and distribution of a minimum of 20-30 specialty pieces throughout the contract term, including items such as: reports describing new state laws, support materials for statewide campaigns, state documents and reports, media materials (such as posters, video tapes, etc.), educational modules, and other items as requested by CDHS/TCS.
- d. The Contractor shall be responsible for 2-3 bulk mailings annually, including the STAKE Act mailing which is described more fully below. These mailings may be sent to 1,000 to 75,000 recipients (depending upon the audience the mailing is targeted to), such as bar owners/managers, cigar manufacturers, parks and recreation officials, advertising companies, apartment complex managers, event organizers, health care service providers, or tobacco retailers to support statewide initiatives and new state tobacco control laws, and to promote the California Smokers' Helpline or other tobacco control services or resources.
- e. The Contractor shall be responsible for housing camera-ready artwork from CDHS/TCS-funded projects.
- f. The Contractor shall be responsible for compiling journal articles of interest to tobacco control and distributing these articles through monthly mailings to CDHS/TCS-funded LLAs and CDHS/TCS staff, either in a hard copy format or electronically.
- g. The Contractor is to serve as a materials distribution house for the tobacco cessation Quit-Kits ordered through the California Smokers' Helpline. The California Smokers' Helpline is funded by CDHS/TCS to provide free and effective tobacco cessation services to all California residents. Callers to the Helpline may receive counseling services, be referred to a local tobacco cessation provider in the caller's geographic area, or request self-help Quit Kits. (Currently, the Helpline disseminates approximately 200-300 Quit Kits per day and averages 4,000-5,000 per month. The request rate for the kits is fairly level throughout the year. Each completed Quit Kit weights an average of 6.9 oz. and the Helpline currently spends about \$160,000-\$180,000 per year on postage and materials for the mailings.)

The Contractor shall: 1) maintain sufficient inventories of materials required for compiling the Quit-Kits; 2) interact with printing houses to ensure an adequate supply of materials is on hand at all times; 3) accurately assemble, address and mail (first class postage), customized Quit-Kits that address the specific issues of the recipient; 4) communicate with the computerized database of the Helpline at least once per day to download requests and to fulfill orders; 5) maintain the confidentiality of the database and ensure that the data is purged on a weekly basis; and 6) provide a computerized daily feedback loop with the Helpline on materials disseminated and documentation of mailing dates and the average turn-around times for the mailings.

2. Educational and Informational Materials Development

The Contractor shall:

- a. Provide CDHS/TCS technical assistance, formative development work, and production of educational materials to: 1) support statewide services, such as the California Smokers' Helpline; 2) promote new statewide initiatives; and 3) promote new state tobacco control laws. The Contractor shall provide focus group and pilot testing of educational materials, translation services, graphic design, production, and mass distribution services. In addition, the Contractor shall proactively identify and contact CDHS/TCS-funded projects to identify and provide technical assistance to Contractors that are developing new educational and informational materials. The Online Tobacco Information System (OTIS) reports will aid in the identification of those projects developing educational, incentive, and promotional materials. The OTIS reports are available for the 61 LLAs, and, over the course of the next year, should also be available for competitive Contractors.
- b. Develop a minimum of one to three (1-3) new tobacco education materials annually during the contract period. These will be identified by CDHS/TCS during the contract term. It is expected that the Contractor will need to subcontract services for education material development to adequately address ethnic and cultural issues relevant to priority target populations.
- c. Subcontract or consult for paid translation of educational materials, survey instruments, fact sheets, etc., as directed by CDHS/TCS. It is expected that three to four items will be translated annually into Spanish, Vietnamese, Chinese, Korean, Laotian, and other languages.
- d. Compile, format, and/or produce educational, informational, and/or resource/campaign materials, documents, reports, and packets on an ongoing basis (2-3 times/year) in support of funded projects, CDHS/TCS staff needs, CDHS/TCS Workgroups, statewide initiatives, and out-of-state requests. This will include developing and distributing resource kits to the CDHS/TCS funded projects on:
1) tobacco retail licensing, 2) self-service displays, 3) outdoor tobacco smoke, 4) the STORE Campaign, 5) Communities of Excellence, 6) alternative tobacco products, 7) Project SMART Money, and 8) any other topic deemed necessary by CDHS/TCS.

3. Mailings of State Tobacco Control Laws

The Contractor shall:

- a. Create and maintain educational materials including brochures, posters, and kits for new state tobacco control laws as directed by CDHS/TCS.
- b. Maintain/update the STAKE Act materials as directed by CDHS/TCS, including the signs, brochures, posters, and kit, or create any new materials deemed necessary by CDHS/TCS.
- c. Be responsible for monitoring the STAKE Act statewide hotline number (1-800-5-ASK-4-ID). The Contractor will be responsible for responding to requests

for educational materials and for mailing requested materials to hotline callers. The Contractor will also be required to compile a list of all calls and to forward this to the CDHS/TCS STAKE Act Coordinator on a monthly basis. This list shall contain the date and time of the call; the caller's name, address, and phone number; and the materials requested with date sent, as well as any other comments. The number of calls varies according to the level of promotion of the hotline number. Calls may range from under one hundred to over a thousand annually.

- d. Be responsible for one to two (1-2) mailings annually to approximately 45,000-75,000 businesses and constituency groups throughout the State to inform them of new state tobacco control retail laws. These mailings may include informational brochures and order forms. These mailings are to include sample STAKE Act materials and an order form for requesting additional STAKE Act materials.
- e. Compile a list of all agencies who have ordered STAKE Act materials either by telephone or by mailing in the order form. This list shall be forwarded to the CDHS/TCS STAKE Act Coordinator on a quarterly basis and shall contain the requester's name, agency, and address; the number and type of materials ordered; the date ordered; and the date the materials were shipped. Currently the Contractor receives over 3,000 orders for STAKE Act materials annually and ships more than 120,000 pieces annually in response to these requests.
- f. Distribute information on new tobacco control laws to TCS-funded agencies and pertinent organizations, agencies and groups. Information could include brochures, a copy of the law, and any materials or signage developed for the purpose of promoting and/or enforcing the new law, along with information on ordering these materials.

4. Tobacco-Related Education and Materials Database/Resource Collection

The Contractor shall perform the following functions:

- a. Resource Center:

At the Contractor facility, maintain a Resource Center consisting of a minimum of 14,000-18,000 relevant resources related to tobacco education, including but not limited to videos, reference materials, curricula, monographs, audiovisual materials, journals, articles, brochures, pamphlets, kits, promotional and incentive items, media resources, etc. A procedure must be designed to determine acquisition and placement of materials (whether for archival, Resource Center placement only, or for circulation).

- b. Lending Library:

Establish and maintain library services within the Resource Center, including circulation of a minimum of 1,400 materials, such as videos, curricula, displays, reference, and referral. The circulation catalog will be available on the Clearinghouse web site. The lending library will manage circulation services for 250-400 CDHS/TCS funded projects and their subcontracts. This service is not available for other agencies or individuals. Currently, the Contractor receives more than 300 circulation

requests annually and circulates approximately 600 items annually in response to these requests;

c. Copyright/out-of-state requests:

Collaborate with CDHS/TCS to develop clear policies, efficient procedures and cost recovery for responding to requests by CDHS/TCS Contractors, California organizations that are not CDHS/TCS Contractors, out-of-state agencies and federal agencies who want to use or adapt materials produced by CDHS/TCS-funded agencies.

d. Research:

Respond to 200-300 ready-reference and referral requests (requiring less than one hour each) and to 100-200 more in-depth literature search requests (requiring from one to several hours each) from CDHS/TCS and its funded projects annually. Resource Center staff must have thorough knowledge of searching the Internet and using resources such as MEDLINE.

e. CDHS/TCS Resource Library:

Maintain a separate resource library housed at CDHS/TCS for the purpose of having copies of current and historical materials available for immediate use by CDHS/TCS staff. Bibliographic records should be created for CDHS/TCS resource materials, and these records should be searchable on the Clearinghouse and CDHS/TCS library databases, which will be maintained on a regular basis by a librarian. The CDHS/TCS resource library is to include a vertical file system that includes: a) support materials and documents pertaining to tobacco issues; b) current literature; c) state documents; and d) other materials as appropriate. All resource library materials are to be sorted by categories (vertical file, surveys, general reference, other states) and filed accordingly. In coordination with CDHS/TCS, archival materials will be integrated into the resource library collections. The Contractor shall also work with CDHS/TCS staff to organize and maintain other files and collections such as materials produced by the Media Campaign.

f. Database Maintenance:

Maintain a computerized database of all educational, media, and resource materials collected in the two (2) Resource Centers, one located at the Clearinghouse, and the other located at the CDHS/TCS site. The bibliographic database format will at minimum include: 1) type/format of material; 2) an annotated description; 3) suggested use; 4) intended target audience; 5) language(s); 6) reading level; 7) price; and 8) availability. The database will be updated monthly. The current database contains over 8,800 records (7,000 records with the Clearinghouse and 1,800 records with CDHS/TCS), with approximately 1,500 records added annually.

g. CDHS/TCS Extra Copy Area:

Maintain an extra copy area at CDHS/TCS for the purpose of having copies of current and historical materials for immediate response to requests received at CDHS/TCS.

This extra copy area should include, but not be limited to, copies of: 1) CDHS/TCS produced documents (e.g., Master Plan, Requests for Proposals/Requests for Applications, program letters, training materials, fact sheets, etc.); 2) technical assistance packets; 3) California Smokers' Helpline materials; 4) tobacco-related laws and materials developed to support these (e.g., STAKE Act materials, smoke-free workplace materials, etc.); 5) program materials (e.g., Ethnic Network brochures, catalogs, etc.); and 6) other materials deemed necessary by CDHS/TCS.

5. Technical Assistance/Training and Educational Information Materials Review

The Contractor shall perform the following:

a. Review Committee and Ad Hoc Review Groups:

Establish and maintain an expert material review committee to review and prioritize educational resource and promotional materials. Resumés, curriculum vitae, or a proposal must be solicited to determine the expertise of reviewers. The review committee is to be established for, and includes expertise from, the following areas: 1) secondhand smoke; 2) access to tobacco; 3) countering pro-tobacco influences; 4) alternative tobacco products; and 5) cessation. The review committee must maintain a minimum of fifteen (15) CDHS/TCS approved members with documented expertise in their particular area. The review committee must also include ethnic representation and have geographic diversity. Review committee members may be voluntary or receive stipends, depending upon CDHS/TCS funding status. Review committee meetings are to be convened twice per year in a geographically convenient location for the reviewers to travel or be convened via teleconference.

The review committee shall review materials generated from CDHS/TCS-funded projects and their subcontractors and mini-grantee recipients, as well as materials generated from other state and national sources for possible statewide distribution through the sales catalog or the rapid response system. In addition, the committee shall make recommendations to update the catalog and remove outdated and seldom-used materials.

Ad hoc review groups shall be convened for the purpose of making final recommendation on selected materials that need further expert review on a specific topic or audience. Ad hoc reviewers should be selected based on the particular need and be recruited through CDHS/TCS-funded projects, in addition to outside experts.

CDHS/TCS will review all committee recommendations and make the final decision as to how materials should be distributed. The Clearinghouse Contractor shall provide the contractor who developed the reviewed educational material a written summary of the distribution decision with the review committee's comments within 30 days of the final CDHS/TCS decision. An efficient process for materials review, from receipt to inclusion in the catalog, must be established.

b. Provide Educational Material Technical Assistance:

Provide technical assistance related to educational materials development to CDHS/TCS and its funded projects. The technical assistance should include how to

develop, field test, evaluate, and assess appropriate educational materials for use in targeted communities. Technical assistance/consultation should occur primarily through phone or e-mail. A minimum of 100 contacts should be anticipated annually.

- 1) All CDHS/TCS-funded projects are required to contact the Clearinghouse Contractor prior to developing any new materials to verify that such materials do not already exist nor are in the process of development. If the Clearinghouse perceives that a CDHS/TCS contractor is developing material that already exists, the Clearinghouse Contractor shall inform the contractor to contact CDHS/TCS for direction. If new materials are needed, the Clearinghouse staff will facilitate the development, printing, and distribution of these materials, including collaboration with appropriate statewide ethnic networks, CDHS/TCS staff, and others as appropriate. A process and monitoring system must be established and maintained to ensure tracking of materials development, technical assistance provided, and comments from the Materials Review Committee or the ad hoc review group.
- 2) The Clearinghouse Contractor shall conduct an online needs assessment of training and technical assistance services, and shall provide appropriate assistance to the contractors identified.
- 3) The Clearinghouse Contractor shall be responsible for responding to 50 - 100 annual reference and referral requests related to materials development (including some in-depth searches) from CDHS/TCS and its funded projects.

6. Project Databases and Web Site

The Contractor shall perform the following:

a. Project Databases:

- 1) Maintain the Project Directory database containing information about all funded projects, including contact and geographical information, SOW activities, and any additional information necessary for the project directory. The Contractor's staff will be responsible for running filters and queries on the data to obtain specific data sets based on several variables (e.g., agency type, geographic location, target population, activity type, etc.) at the request of CDHS/TCS or its funded contractors.
- 2) Until such time as all competitive grantee contracts are contained within the OTIS database, contact all CDHS/TCS-funded projects every six (6) months to identify their subcontractors and maintain this information in the project directory database (estimate this activity will continue through 12/3/03). A list of these subcontractors is to be maintained and a description of their services will be distributed by the Contractor semi-annually to the CDHS/TCS, LLAs and Ethnic Networks. Eventually, subcontractors will be identified through OTIS.
- 3) Update as needed database components for the CDHS/TCS Contract Information Database (CID). This Microsoft Access database contains information about all TCS procurements with agency contact information, scores awarded, funding

terms and funding levels entered for each procurement. Also, update as needed database components of the Enforcement Database (ED). The ED contains data on site inspection visits on a variety of tobacco control laws for enforcement contractors.

- 4) Work with CDHS/TCS and CDHS/TCS-funded contractors to create a seamless link and interchange between the various databases including OTIS, CID, ED, the Local Project Directory, and the Local Program Evaluation's Directory of Evaluators to facilitate communication and data management.

b. Database Reports:

Provide database-generated, semi-annual reports to CDHS/TCS and its funded projects. These reports are to include, but not be limited to, data sets of: 1) projects working on specific issues, such as licensure, smoke-free bars, outdoor tobacco smoke, alternative tobacco issues, Communities of Excellence, tobacco sponsorship, tobacco advertising, etc.; 2) projects by geographic area or region; 3) projects by target population, particularly ethnic groups; 4) projects by priority area; 5) projects by type (e.g., LLAs, Ethnic Networks, etc.); and 6) any combination of these or other variables as requested by CDHS/TCS. Upon request from CDHS/TCS the Contractor will provide more specific database-generated data sets to CDHS/TCS and its funded projects.

c. Website:

Manage a web site, including: 1) maintaining a password protected site; 2) maintaining approved membership of subscribers in addition to those approved PARTNERS members (Refer to Appendix A). (Note: If a person is already an approved PARTNERS subscriber, then their PARTNERS password will be their web site password); and 3) providing materials development information and links to other resources. In addition, the Contractor shall:

- 1) maintain a searchable, current sales catalog with on-line ordering services, and maintain a searchable, current lending catalog with on-line circulation request services;
- 2) maintain a current project directory of all current CDHS/TCS-funded projects. The Contractor shall be responsible for:
 - a) soliciting and editing information from all funded projects;
 - b) verifying all information for content accuracy;
 - c) producing/uploading the directory in a searchable format on the web site. The project directory shall be of professional appearance on the web site; and
 - d) maintain and update the STORE Campaign website and create one to two additional websites for TCS-directed campaigns.

- 3) develop, maintain, and provide technical support for a Data Analysis and Evaluation Unit (DAEU) website that allows users to access county and/or regional level tobacco-related information.
 - a) The Contractor shall set up and maintain the necessary web/database server space during design and pilot testing phases and assist in the eventual transfer of the data to a server specified by CDHS/TCS.
 - b) The Contractor shall conceptualize the database to include a collaborative process between CDHS/TCS and the Contractor.
 - c) The website shall be designed to be both useable and accessible.
 - d) The website shall be functionally compatible with existing databases and websites, including the OTIS and the STORE Campaign websites.
 - e) The website shall include data elements that are both secured and unsecured (password protection shall be incorporated into certain sections of the website for CDHS/TCS and CDHS/TCS-funded projects).
 - f) The website shall be database driven and shall include the following capabilities:
 - (1) The use of “drop down menus” (e.g., to select individual/multiple counties/regions of interest), “radio buttons,” “check boxes” (e.g., to select individual or multiple data elements), and a “submit button,” to select individual or multiple data elements from the database for display in tabular form (e.g., 1999 adult current smoking prevalence by race and age).
 - (2) The use of hyperlinks to help the user specify the type of data requested (cancer information versus tobacco use data, for example), and/or to guide users to external websites.
 - (3) Ability to generate individual and/or multiple region/county data reports for all available data at the county/regional level.
 - (4) Ability to display graphics (e.g., charts, graphs, tables, and maps).
 - (5) Ability to make changes to the available data over time (removing, adding, and changing data elements).
 - (6) Ability to modify database features over time to reflect changes in available surveillance/evaluation data.
 - (7) The website shall include the following general features:
 - (a) Ability to extract subsets of data for use with other databases and statistical software (e.g., Microsoft Excel).

- (b) Ability to display information in both html and pdf formats.
- (c) Must be compatible with Microsoft Internet Explorer 5.0 and Netscape 4.7.

7. PARTNERS Computer Network System

Refer to Appendix A, PARTNERS Computer Network System.

The Contractor shall perform the following:

a. PARTNERS Management:

Manage PARTNERS, the password-protected web site, including: 1) maintaining a contract with an Internet Service Provider to provide a secure site; 2) developing/maintaining a web site with features described below; 3) maintaining approved membership of more than 650 subscribers, including CDHS/TCS staff, CDHS/TCS-funded project staff and their program evaluators, and maintaining user ID numbers and passwords for each subscriber; and 4) identifying appropriate software and hardware for PARTNERS maintenance during the contract period to maintain adequate, updated services for CDHS/TCS. PARTNERS staff must have expertise in web site development and management, including knowledge of Hypertext Mark-up Language (HTML). In addition, the Contractor shall:

- 1) develop, format, and upload resources and tobacco education information relevant to tobacco education programs onto PARTNERS. At a minimum, the Contractor shall identify information sources, prepare, and upload weekly "TCS
- 2) support/manage the PARTNERS Strategy Exchange, a searchable web conferencing software system, and an additional 10-20 other topical, searchable conference rooms; and
- 3) prepare/upload/update an annual master calendar containing at a minimum: 1) all CDHS/TCS related trainings, meetings, conferences, and teleconferences; 2) national and state holidays; and 3) other events, conferences, and meetings related to tobacco and public health issues relevant to tobacco education projects.

b. Technical Assistance:

The Contractor shall perform the following:

- 1) Provide technical support to PARTNERS subscribers to assist them to connect with and use PARTNERS, including telephone and e-mail assistance, informational materials, and PARTNERS "Helpdesk" feature.
- 2) Provide 1-2 Internet-based trainings per year to assist subscribers in using PARTNERS and in locating other Internet resources. Trainings shall coincide with other TCS-sponsored trainings.

- 3) Provide technical assistance to CDHS/TCS by: 1) preparing, uploading, and compiling data sets from 8-12 online surveys annually; 2) sending broadcast e-mails; 3) posting time-sensitive information on the PARTNERS bulletin board feature; and 4) conducting any other on-line services as requested.
- 4) Prepare weekly, monthly, and quarterly usage reports to monitor CDHS/TCS funded projects' compliance in using PARTNERS, and provide use reports to CDHS/TCS on a quarterly basis.

8. CDHS/TCS Program Assistance

The Contractor shall hire outside consultants and subcontractors for writing and editing of state reports/documents and case studies that describe or support the California Tobacco Control Program. It is anticipated that there will be approximately two products per year and that each document would be 15 to 100 pages in length.

9. Evaluation

The Contractor is responsible for developing 1-2 case studies related to one or more of the required Clearinghouse components such as implementation of the online Project Directory, development and maintenance of the STORE Campaign website, and development of new educational materials, etc.

V. PROPOSAL INSTRUCTIONS

A. General Instructions

1. **READ ALL INSTRUCTIONS CAREFULLY.** Re-check the proposal to ensure completeness.
2. The proposer must demonstrate an understanding of the services to be delivered under the intended contract, the capacity of the agency to carry out the services, and the ability to design and carry out efficient services that are reasonably budgeted. **Do not assume that:**
 - a. the reviewers have prior knowledge of the past history of the agency or previous tobacco control programs/clearinghouse services administered by the agency.
 - b. the reviewers understand the complexities involved in organizing and operating a statewide clearinghouse/resource center.
3. **DO NOT PROVIDE ANY MATERIALS THAT ARE NOT REQUESTED.** Any materials submitted that are not requested under this proposal will be discarded prior to proposal review, including pages that go over the maximum number in specified sections with page limitations.
4. Number each page of the proposal consecutively.
5. The type font size is to be no less than twelve (12) characters per inch.
6. Securely staple the proposal in the upper left corner. Folders and binders are **not** desired and **will be discarded**;
7. Attachments 1, 10, 11, 12, and 13 (if applicable) require a signature by the person authorized to legally bind the agency to the commitment outlined in the proposal. **Allow enough time to obtain these required signatures.**
8. Clearly indicate "Tobacco Education Clearinghouse of California, TCS 02-25400" the outside of the mailing envelope.

B. Organization of the Proposal

Present the components of the proposal in the order listed below using the instructions provided on subsequent pages to complete each area, except for Proposal Checklist, Attachment 3, which you are not required to submit.

- 1. Proposal Cover Sheet (Attachment 1)
2. Table of Contents (Attachment 2)
3. Proposal Checklist (Attachment 3)

4. Agency Contact Information Forms

- a. Contact Information Form (Attachment 4)
- b. Project Director Form (Attachment 5)
- c. Fiscal Contacts Form (Attachment 6)
- d. Official Agency Signatory (Attachment 7)

5. Agency Capability (No Attachment, 10 Page Limit)

6. Three (3) Letters of Reference (No Attachment - 3 letters required)

7. Project Description

- a. Project Narrative (No Attachment)
- b. Organization Charts (No Attachment)
- c. Scope of Work (Attachment 8)

8. Budget Justification/Budget (No Attachment)

9. Additional Required Forms

- a. Current and Anticipated Incoming Funds (Attachment 9)
- b. Contractor Certification Clause 201 (Attachment 10)
- c. Agency Documentation Requirements (Attachment 11)
- d. Certification of Non-Acceptance of Tobacco Funds (Attachment 12)
- e. Proof of Non-Profit Status (No attachment provided)

➤ = **Denotes the document requires a signature by the person authorized to bind the agency. Read the documents and allow time to obtain the required signatures.**

C. Proposal Requirements

1. Proposal Cover Sheet (Attachment 1)

Item 1: Enter the legal name of the agency. Fill in the project name: Tobacco Education Clearinghouse of California. Enter the mailing address that will appear on any subsequent agreement. Enter the name of the county in which the proposer's primary headquarters is located. Enter the contact person's name, phone number, fax number, and e-mail address. Enter the federal identification number of the agency.

Item 2: Indicates the RFP name and number.

Item 3: Indicates the term of the contract (37 months: 12/1/02 - 12/30/05).

Item 4: Enter the budget amount proposed for the **entire contract term**.

Item 5: The agency official authorized by the Board to sign on behalf of the Board must sign and date the certification statement provided. Also print the name and title of this individual.

2. Table of Contents (Attachment 2)

Proposals must have a table of contents with page numbers referenced. Proposal sections must be presented in the sequence shown on the Proposal Checklist (Attachment 3).

3. Proposal Checklist (Attachment 3)

The items included on the checklist are **required** to be submitted as part of the proposal and must be presented in the order noted on this form. **If any items are omitted from the proposal, the proposal will be considered incomplete and out of compliance with this proposal and will not be reviewed.** Complete the attached proposal checklist to ensure that all proposal attachments and required components are included.

NOTE: The checklist is for your use to ensure a complete package. You are not required to submit the checklist as part of the actual proposal.

4. Agency Contact Information Forms

Proposers must complete and submit Attachments 4 through 7. Proposers may either use the forms provided in this proposal or may download the forms from PARTNERS at: <http://www.tcspartners.org/Main/WebSite/competaugment2002.htm>.

a. Contact Information Form (Attachment 4):

The purpose of this form is to collect general information about your agency, which will be used in preparation of the contract, if awarded. Please complete the form as follows:

- 1) **Agency Name:** Enter the **legal** name of your agency. This is the name that will be used on all contractual documents.
- 2) **Project Name:** Tobacco Education Clearinghouse of California (TECC) has been entered for you.
- 3) **Contract No.:** 02-25400 has been entered for you.
- 4) **Federal ID#:** Enter your complete federal taxpayer's ID number.
- 5) **Contract Amount:** Enter the total amount proposed for the entire contract term.
- 6) **Project Type:** Statewide Clearinghouse has been entered for you.
- 7) **Contract Term:** 12/1/02 - 12/30/05 has been entered for you.
- 8) **Health Jurisdiction:** "Statewide Clearinghouse contract" has been entered for you.
- 9) **Region:** "Statewide" has been entered for you since this project serves all areas of the state.
- 10) **P.O. Box:** Enter a P.O. Box (if applicable), where routine mail will be delivered.

- 11) **Street Address1:** Enter a physical street address that can be used for overnight mail deliveries.
- 12) **Street Address2:** Use this line to enter a room number, building name, etc., that may apply to the information provided in Street Address1 above.
- 13) **City/State/Zip:** Enter the appropriate information related to the address where routine mail will be delivered.
- 14) **Phone/Fax:** Enter the agency's general phone and fax numbers.
- 15) **Web:** If your agency has a web page, please enter the web address.
- 16) **Email:** If applicable, enter a generic agency email address for the contact.

b. **Project Director Form (Attachment 5):**

A Project Director position is required for this RFP. This form collects information specific to the Tobacco Control Project Director. The individual listed as the Project Director will receive all program and administrative mailings from CDHS/TCS. This individual is responsible for directing the mailings to appropriate staff and subcontractors. Provide the information below for the Project Director. If the Project Director does not provide day-to-day services on the Clearinghouse, then also provide information for the Primary Tobacco Control Contact. If they are the same person, check the box in the "Primary Tobacco Contact" column and do not complete the second column. Please complete the form as follows:

- 1) **First Name:** Enter the first name of the individual.
- 2) **Last Name:** Enter the last name.
- 3) **Title:** Enter the position title, as it will be used in the SOW "Who Is
- 4) **P.O. Box:** Enter a P.O. Box (if applicable), where routine mail will be delivered.
- 5) **Street Address1:** Enter a physical street address that can be used for overnight mail deliveries.
- 6) **Street Address2:** Use this line to enter a room number, building name, etc., that may apply to the information provided in Street Address1 above.
- 7) **City/State/Zip:** Enter the appropriate information related to the address where routine mail will be delivered.
- 8) **Email:** Enter a current email address.
- 9) **Phone/Fax:** Enter the direct phone and fax numbers.

c. **Fiscal Contacts Form (Attachment 6):**

This form is used to collect information for about the agency fiscal officer and the day-to-day fiscal contact for the Clearinghouse project.

- 1) **First Name:** Enter the first name of the individual.
- 2) **Last Name:** Enter the last name.
- 3) **Title:** Enter the position title.
- 4) **P.O. Box:** Enter a P.O. Box (if applicable), where routine mail will be delivered.
- 5) **Street Address1:** Enter a physical street address that can be used for overnight mail deliveries.

- 6) **Street Address2:** Use this line to enter a room number, building name, etc., that may apply to the information provided in Street Address1 above.
- 7) **City/State/Zip:** Enter the appropriate information related to the address where routine mail will be delivered.
- 8) **Email:** Enter a current email address.
- 9) **Phone/Fax:** Enter the direct phone and fax numbers.

d. **Official Agency Signatory Form (Attachment 7):**

This form collects contact information on the Official Agency Signatory, who has authority to sign for the agency. Additionally, this person will appear as the signature on the contract, if awarded. This person will receive correspondence regarding contractual documents. Please complete the form as follows:

- 1) **First Name:** Enter the first name of the individual.
- 2) **Last Name:** Enter the last name.
- 3) **Title:** Enter the position title.
- 4) **P.O. Box:** Enter a P.O. Box (if applicable), where routine mail will be delivered.
- 5) **Street Address1:** Enter a physical street address that can be used for overnight mail deliveries.
- 6) **Street Address2:** Use this line to enter a room number, building name, etc., that may apply to the information provided in Street Address1 above.
- 7) **City/State/Zip:** Enter the appropriate information related to the address where routine mail will be delivered.
- 8) **Email:** Enter a current email address.
- 9) **Phone/Fax:** Enter the direct phone and fax numbers.

5. **Agency Capability (No attachment provided) (Maximum of 10 pages)(40 points)**

a. **Background:** Provide the following information regarding the agency.

- 1) Describe the agency's general mission, including services presently being provided and previous work which has direct bearing on the agency's ability to perform the activities required in this RFP.
- 2) State the length of time the agency has been in existence and provided Clearinghouse or related services. List the agencies (federal, state, county, local, or private) for whom Clearinghouse services have been provided, along with a description of these services, including the number of agencies for which materials or other resources were distributed to and on what basis (e.g., mail order, automatic distribution, etc.)
- 3) Provide a description of the agency's facilities and current catchment area.
- 4) Describe the current capacity of your agency by estimating the maximum number of materials in any given month your agency has: 1) warehoused, 2) printed, and/or 3) distributed.

- 5) Describe the agency's fiscal and administrative ability to manage state government contract funds and cover invoice payments in arrears.
- 6) Describe the agency's audit history for the past three (3) years, including the frequency of audits, date of last audit, and a summary of the major findings from the last agency audit.

b. Experience:

- 1) Provide detailed information in the following areas that demonstrates the education, training, and relevant experience of the agency and the relevant education, training and expertise of its staff responsible for project deliverables, and its subcontractors/consultants, if known:
 - a) educational and/or informational materials review, analysis, and editing;
 - b) educational and/or informational materials development, including design, layout, and production (if applicable, discuss experience with health issues aimed at special target populations, including ethnic communities, youth, etc.);
 - c) technical assistance on educational and resource materials development;
 - d) library services, including circulation, reference and referral, cataloging, etc.;
 - e) collecting, inventorying, and disseminating educational information and resources on a large scale to public and professional audiences;
 - f) database development and management, training in use of the database, running filters and queries to create data sets, and creating other database-generated reports;
 - g) web site development and maintenance experience, including searchable and on-line ordering features;
 - h) collaborative projects with diverse organizations or communities in the development/compilation/organization of educational resources; and
 - i) coordination with local, state, and national Clearinghouse or information centers.
- 2) Personnel: Describe the experience and qualifications of personnel assigned for direct work on this project. Include subcontractor or consultant qualifications, if applicable, detailing work to be performed.
- 3) Strengths and Weaknesses: Describe your agency's greatest strength and greatest weakness. Describe the steps your agency has taken to lessen the impact of its weakness.

6. Letters of Reference (No attachment provided)

Solicit and include three (3) letters of reference. Number these letters consecutively as part of your proposal. The letters are to be from three (3) separate agencies that can attest to the following:

- a. The agency's ability to provide services as delineated in the proposal;
- b. A description of the capacity in which the reference contact worked with the agency; and
- c. The agency's fiscal and administrative ability to manage subcontracts and government contract funds.

The reference letters are to be on agency letterhead and should include the address, phone number, name, and title of the letter's author. **If the agency has in the past, or is currently receiving funding from either a local, state, or federal agency, other than CDHS/TCS, one of the references must be from one of these agencies. Preferably the reference letters should be from those agencies listed in the Current and Anticipated Incoming Funds form, Attachment 9. Letters are not to be sent directly to CDHS/TCS, and will not be accepted after the proposal is submitted. CDHS/TCS reserves the right to contact these references for further information.**

7. Project Description and SOW (45 points)

The Project Description consists of three (3) distinct components: 1) a project narrative, 2) an organizational chart, and 3) a SOW. In preparing these sections, do not assume the reviewer has previous knowledge about the agency or Clearinghouse and resource center services. Be clear in the rationale for the process and activities proposed to support the project. Instructions for each of the components follows.

- a. Project Narrative (No attachment provided) (Maximum of 12 pages)

Describe how your agency proposes to develop, organize, implement, and evaluate each of the nine (9) required Clearinghouse components as defined in this RFP, Section III, Administrative and Program Expectations. The narrative should reflect a clear understanding of the nature, complexity, overlapping of activities, and timeframes for the work being undertaken. Do not merely paraphrase or restate the RFP requirements.

At a minimum, the narrative is to address each of the following for each of the nine (9) required Clearinghouse components. (Refer to Section IV):

- 1) the steps and activities proposed to support delivery of the nine (9) required Clearinghouse components;

- 2) the agency staff (prime, subcontractor, or consultant) responsible for project deliverables (if subcontractors or consultants are to be used, explain how their efforts will be managed and coordinated);
- 3) proposed collaborative relationships and/or the process for inclusion of key organizations and/or groups;
- 4) the integration of existing materials and resources into proposed services; and
- 5) the proposed quantitative measures and qualitative methods to evaluate effectiveness of each of the nine (9) required Clearinghouse components.

In addition, describe the location or site from which Clearinghouse services will be provided, including location(s) of any warehouse(s) or distribution sites. Include any additional information relevant to the reviewers' understanding of the agency's ability to provide an optimal level of service as required under this RFP.

b. Organizational Chart (No attachment provided)

Provide an agency organization chart that indicates lines of authority and reporting relationships. Provide any supplemental information that defines how staffing will be organized to support major Clearinghouse components. It must be clear to reviewers which staff member will support each of the project's components and must include an explanation of the roles or functions that each staff person performs.

c. Scope of Work (SOW) (Attachment 8)

1) Guidelines for Completing SOW:

- a) The eight column SOW format must be used by all proposers to ensure consistency for review purposes by CDHS/TCS staff and reviewers. **A SOW presented using a format other than that described below will not be reviewed.**
- b) Carefully follow the SOW requirements provided in Section IV. Provide all the required information and the detail necessary to make the proposed project clear. Proposers must provide all the required information as detailed in these instructions.
- c) The SOW provides the basis for contract negotiations, and along with the Budget, becomes a part of the contract. The SOW is referenced and incorporated into the contract and is the "road map" that provides the direction, activities, expected outcomes, and deliverables of the project. The SOW can only be changed with prior approval from CDHS/TCS.
- d) The Budget and Budget Justification should closely correspond to SOW activities, deliverables, and timelines. For example, if promotional items

are to be distributed, these must be included in the SOW, Budget, and Budget Justification.

2) Instructions for Completing the SOW:

Complete the SOW using the following instructions. Appendix F provides assistance and direction for completing the SOW. See Attachment 8 for a blank SOW form.

a) Header Information

The header information must be included on every page. Include your agency name. The contract number and the project name have been inserted for you. The revision date is the date the SOW is submitted to CDHS/TCS after any revisions are made to the document. Leave this blank for submission.

b) Column #1: Objectives/Activities

Insert the objective(s) for each of the nine required Clearinghouse components. Immediately following each objective, use an outline format to describe the activities and steps to be taken to achieve each component. The activities should be comprehensive and are to describe:

- (1) How much will be done: Quantify the amount of work to be performed in order to help justify the budget. You are encouraged to use ranges. Indicate the variety and number of materials to be developed and provided, identify the number of CDHS/TCS Contractors to be served, state the number of PARTNERS activities to be conducted, indicate the number of technical assistance interactions, etc. Proposals that do not provide this quantification will not be competitive;
- (2) What will be done: Describe the processes and systems that will be developed to satisfy program requirements (e.g., dissemination of resource information, materials review process, materials development, materials database/resource collection, etc.);
- (3) Process Evaluation: Include process evaluation activities for each of the nine (9) required Clearinghouse components (See Section 10). These activity descriptions should include, but not be limited to:
 - (a) information on what will be measured (e.g., technical assistance satisfaction, usage of PARTNERS and the web sites, etc.);
 - (b) the instruments to be used for data collection (e.g., technical assistance log, client surveys, etc.);

- (c) information on how the data will be collected (e.g., through the mail or the Internet, by phone, in person, etc.);
- (d) the number to be measured (e.g., number of projects, number of users, etc.); and
- (e) information on how the results will be disseminated (e.g., posted on PARTNERS, report to CDHS/TCS, etc.).

c) Column 2: Copyright

Place a copyright sign (©) next to each deliverable that is subject to copyright laws. This includes data collection instruments and protocols, educational materials, and reports. Refer to Appendix E, Intellectual Property Rights, for more information regarding copyright of materials produced.

d) Column 3: Percent Deliverable

For each deliverable, indicate the programmatic value with a percentage that reflects staff and budget resources. This column must total 100 percent. Deliverables specified in the SOW must be fully and satisfactorily performed or produced in order for the Contractor to receive the maximum contract award negotiated with CDHS/TCS. Deliverables include all final data collection instruments, data collection protocols, data sets, and data reports.

Deliverable percentages are to be listed in .5 increments and cannot be less than .5 percent.

The percentage is used to help ascertain and calculate the maximum amount the Contractor should be paid at the end of the contract term. If at the term of the contract, CDHS/TCS determines that any activity or product was not fulfilled in its entirety, or the quality of it was unsatisfactory, CDHS/TCS will reduce the maximum amount payable to the Contractor accordingly.

e) Column 4: Start/End Date

List the progress report periods during which each program and evaluation activity is expected to start and end. Be sure to state the progress report period in which you will begin to work on the development of the data collection instrument(s) and the progress report period in which the data collection instrument(s) will be finalized and the progress report period in which data collection will begin and end.

Use only the progress reporting periods below as the time frames in this column, for example, 12/02 to 06/03. The progress report periods are as follows:

- **12/02-06/03**
- **07/03-12/03**
- **01/04-06/04**
- **07/04-12/04**
- **01/05-06/05**
- **07/05-12/05**

f) Column 5: Who is Responsible

Indicate the staff position, subcontractor, or consultant responsible for each activity. The positions must correspond to the position titles used in the Budget Justification. The first time indicate the complete position title must initially be used. Thereafter you may abbreviate position titles (e.g., PD for Project Director, etc.).

g) Column 6: Tracking Measures

List the items that are used to document and verify that activities are completed. These include review committee meeting agenda and summary documents, copies of educational materials developed, number of orders received, etc. These measures verify that the activity occurred and provide supporting documentation for the progress report.

VI. BUDGET AND BUDGET JUSTIFICATION INSTRUCTIONS

A. Budget Justification/Budget (No Attachments) (15 Points)

Fifteen (15) points are earnable for the Budget and Budget Justification and based on the following criteria:

- Proposals with reasonable Budgets for the proposed quality and quantity of activities in the SOW.
- Proposals proposing reasonable personnel and consultant costs, given the qualifications of the individuals and the needs of the project.
- Proposals with salaries consistent with comparable State civil service positions.
- Proposals with Budget Justifications providing the level of detail requested in the Budget/Budget Justification Instructions.
- Proposals proposing staff with the training and expertise necessary to fulfill the nine (9) required Clearinghouse components.

1. Budget Justification General Instructions

The Budget Justification: 1) describes and justifies the expenditures associated with the activities in the SOW, and 2) helps CDHS/TCS evaluate the SOW and Budget. Please refer to Appendix G for the required Budget Justification format. This format is required to maintain a standardized review and audit trail. Please note – this is only a sample of how to complete the Budget Justification – all figures in the sample are fictitious.

The Budget Justification must be a realistic depiction of the expenses for this contract period. The contract term is for thirty-seven (37) months and is anticipated to be effective from December 1, 2002 to December 30, 2005.

When preparing the Budget Justification, take into consideration changes that may occur due to programmatic or administrative needs, i.e., personnel increases/decreases throughout the budget periods, etc.

Budgets must be prepared and spent on a FY cycle as required by the State Department of Finance. Funds not spent in one FY will not be available for use in the following FY(s). It is imperative that your agency prepare realistic and accurate FY Budgets based on the timelines and activities in your SOW.

2. Budget Justification Format

Prepare one Budget Justification for the entire period. Only use whole numbers and round to the nearest dollar. After the Budget Justification has been completed, transfer the totals to the Budget page.

The Budget Justification instructions provide information on standard line item expenses within each of the categories. However, additional line item expenses may be added based on the SOW needs and activities of the proposed project. See Appendix G, Budget Justification Sample

The Budget Justification must consist of six (6) columns: 1) one narrative column that provides the information requested below for each of the category and line items, 2) four columns depicting the category and line item expenses for each FY period, and 3) one column that displays the Total Expenses.

a. Personnel Costs

This category of the Budget Justification provides detail on the following:

1) Position Title:

List all position classifications or functional titles for positions for this contract. Management and fiscal personnel (e.g., Executive Director, Deputy Director, Attorney, Bookkeeper, etc.) budgeted at less than 10 percent should not be included in the Personnel Costs category, but should be included in the Indirect Expenses category. Any proposer having an established policy that includes such positions in the Personnel Costs category shall so indicate and attach a copy of the policy to the Budget Justification.

Agencies are required to Budget a minimum of three (3) full-time employees to be housed at the CDHS/TCS in Sacramento. These staff will be responsible for providing library services, and managing the PARTNERS web site (See Section IV, Required Components, Item 7), maintaining the CDHS/TCS resource library, extra copy area, and CDHS/TCS resource database [See Section IV, Required Components, Item 4 (f-h)], and other duties as required by the CDHS/TCS.

2) Salary Range:

Identify the actual salary range and the frequency of pay periods (monthly, semi-monthly, bi-weekly, weekly, hourly) for each position. The salary range shall reflect the frequency that the employee is actually paid. Do not use annual salaries. Whether part-time or full-time, enter the low-end and high-end of the full-time salary range for each position listed. Make sure the high-end of the salary range allows for any anticipated salary increases (e.g., performance or merit salary adjustments) for each position. Examples of actual salary ranges are: \$2,000-\$2,100 per month, \$800-\$850 per semi-monthly pay period, \$600-\$750 per bi-weekly pay period, \$300-\$375 per week, \$5-\$7 per hour, etc.

Pursuant to Section 3.17.1 of the State Contracting Manual, salaries paid to agency staff shall not exceed those paid to State personnel for similar positions/classifications. See Appendix I for a listing of Comparable State Civil Service Classifications. **If any proposed salary exceeds the State personnel salaries, justify the reason and necessity for the higher rate.**

Any such justification will receive close review by the State, and must be approved in writing by the State. CDHS/TCS may request additional information during contract negotiations.

3) Percent of Time:

For each position indicate the percent of time, in whole numbers, or the total hours per pay period. For example, a full-time bi-weekly employee is 100 percent time, a bi-weekly employee who works 20 hours of a 40-hour workweek is 50 percent time. For hourly employees estimate the total number of hours per pay period (allow for low and high working cycles). If the amount of time for some positions vary from month to month, enter a percent of time **range** (e.g., 30-40 percent, or 10-20 hours per pay period, etc.).

4) Pay Periods:

Indicate the number of pay periods for which payment shall be claimed. Pay periods are defined as follows:

Monthly = 12 pay periods per year

Semi-monthly = 24 pay periods per year

Bi-Monthly = 26 pay periods per year

Weekly = 52 pay periods per year

Hourly = "X" number of hours per pay period (*do not use percents of time if a position is paid hourly*).

5) Description of Duties:

Provide a brief description of the duties, responsibilities, and activities to be performed by each position in support of this contract. Within the description identify the lead staff person responsible for overseeing and coordinating evaluation activities.

6) Amount Requested:

Calculate and list the dollar amount requested for each position. (salary X percent of time X number of pay periods = Total for position).

NOTE: The total amount requested cannot be:

- ***Less than the lowest dollar amount computed by multiplying the low-end of the salary range by the low end of the percent of time by the lowest number of pay periods, or***
- ***Greater than the highest dollar amount computed by multiplying the high-end of the salary range by the high-end of the percent of time by the highest number of pay periods.***

7) Total Personnel Costs:

Add all personnel position dollar amounts requested in support of this contract to compute the Total Personnel Costs.

b. **Fringe Benefits**

Refer to Appendix J, Contract Uniformity, for specific allowable Fringe Benefits. Please note that Fringe Benefits does **not** include employee leave (e.g., annual leave, vacation, sick leave, holidays, jury duty, and/or military leave training), as these are to be included in each position's salary. List the benefits that your agency provides. If applicable, identify positions that will not receive benefits with an asterisk (*). List the percentage rate and the dollar amount requested for Fringe Benefits. If the percentage rate for benefits differs for various positions, indicate the low and high range (e.g., 20 to 25 percent).

Total Personnel Expenses

Add the Total Personnel Costs and Fringe Benefits to compute the Total Personnel Expenses.

c. **Operating Expenses**

NOTE: Items 1) and 2) below must appear in every Budget Justification. If there are no expenses related to these Line Items, please enter zero.

1) TCS Communications Network (PARTNERS):

All funded Contractors are **required** to budget for this item and are required to obtain and maintain an active PARTNERS account. While there is no charge to CDHS/TCS Contractors for the PARTNERS' subscription, your agency must budget for an Internet access-provider. Internet access fees are generally \$20 to \$25 per month. If you choose not to budget for this line item, as the Contractor you must provide an explanation as to how you will access PARTNERS.

A modem is needed to access PARTNERS and the purchase of a modem may be budgeted in the Equipment Expenses category.

2) Space Rent/Lease:

Provide the total number of square feet to be charged to this contract and the cost per square foot for personnel/office space, warehouse space, and contract staff housed at CDHS/TCS. Allow for any anticipated rate increases during the contract term. Multiply these figures by the number of months in the Budget period to obtain the subtotal.

- a) Personnel/office space: Square footage shall not exceed 150 square feet per full-time equivalent (FTE) plus reasonable square footage for shared space such as conference rooms, storage space, etc.

- b) Warehouse Space: Square footage budgeted for warehouse space needed to house printing materials, reproduction materials, catalogs, supplies, etc.
- c) Contractor's Staff Housed at CDHS/TCS: Budget \$9,000 per year per person for a minimum of three (3) full-time equivalent employees that are to be housed at CDHS/TCS in Sacramento for space, communications, expenses, etc. Details of how the contracted agency will submit payment to the State for facility use will be discussed at negotiations.

Provide the total number of square feet and the budgeted amount to be charged to this contract. Consider any rate increases during the contract term. If the total square footage per FTE exceeds State standards, then justify the need for the additional space.

Example:

2 staff X 150 sq. ft. X \$1.00/sq. ft. X 12 mo. = \$7,200

3) General Expenses:

Include in this Line Item expenses for Office Supplies, Postage, Duplicating, and Communications.

- a) *Office Supplies*: This expense is for general office supplies (e.g., pens, pencils, paper, etc.). Equipment, travel expenses, etc. are not considered office supplies.
- b) *Postage*: This expense is for postage for correspondence and other materials.
- c) *Duplicating*: This expense is for "in-house" duplicating and reproducing. The duplicating is internal and routine, usually for small office jobs. This can include the proposer's share of the agency's copy machine usage. It can also include copier maintenance agreements, copier supplies such as paper, toner, etc. (Duplicating supplies such as paper, and toner may be included in either the Office Supplies line item or the Duplicating line item, but should not be included in both.)
- d) *Communications*:
 - (1) This expense refers to the installation and any monthly charges related to the telephone system including any 1-800 phone numbers and FAX line costs, etc. Cellular phones and monthly access fees are not authorized for this contract. Pagers and monthly fees will be considered on an individual basis and are dependent upon the need of the proposer and approval of CDHS/TCS.

- (2) Contract Staff Housed at CDHS/TCS: Budget a minimum of **\$5,000** per person per year for usage costs for the CDHS/TCS housed staff account.

Add Items a) through d) to compute the Total General Expenses.

4) Printing:

- a) Printing refers to the costs for printing and reproduction; this is usually for larger jobs completed by outside vendors, e.g., brochures, leaflets, posters, forms, etc. Includes duplication of catalogs, flyers, resource kits, services informational brochures, special mailing materials, as well as, initial production and printing costs for new materials and re-printing of existing materials.
- b) CDHS/TCS Special Printings/Projects: Include in your budget \$300,000 per year for CDHS/TCS special printings and/or projects. Contractor will be notified by CDHS/TCS of the specific requests or requirements throughout the term of the contract.

Note: The proposer should anticipate Cost Recovery monies that generate revenue, which is estimated to be approximately \$60,000 per month. This amount is to offset the total budget required to operate the Clearinghouse. The Contractor will initially purchase printed materials, then re-sell the printed materials to CDHS/TCS funded grantees and/or other purchasers at a minimal cost. The amount charged for materials is estimated to cover direct costs only and does not include overhead. Thus, printing expenses or other expenses are to be supplemented by Cost Recovery received from sales of bulk distribution materials. The Contractor is to offset continual printing expenses or other line items as required by TCS.

5) Equipment Rental:

List all rental equipment, quantify each item, and provide for each item the monthly rental rate, number of rental months, and the approximate dollar amount as required for the contract term. Examples of rental items are computer and office equipment.

NOTE: "Renting/Leasing to own, Purchase/Leaseback, and Lease/Purchase" of equipment is not allowed.

6) Audit Expenses:

The Contractor is required to conduct an audit in accordance with the requirements specified in the Federal Office of Management and the Budget (OMB) Circular A-133, entitled "Audits of States, Local Governments, and Non-Profit Organizations." The Budget amount should represent the proportionate amount of this contract in relationship to your business' total revenue. For example, if this contract represents 10 percent of the business'

total revenue, then this contract would be responsible for no more than 10 percent of the total annual audit costs. In the justification, provide the dollar amount allocated for the audit, how you arrived at this figure, the percentage this contract represents of your business' total revenue, and identify the FY in which you operate (e.g., July 1 through June 30). The Contractor who chooses not to allocate funds for audit purposes must provide a written justification indicating how they intend to comply with the audit requirement.

This Audit Expense line item plus the Indirect Expenses line item cannot exceed 15 percent of your Total Direct Expense line item.

Continue to add line items if needed, numbering sequentially following Audit Expenses. **Please list them individually and be specific.** Provide enough information to justify each additional line item.

Total Operating Expenses:

Add all Operating Expense line items in order to compute the Total Operating Expenses.

d. **Equipment Expenses**

See Appendix K for definitions of Expendable and Sensitive Equipment.

- a) Expendable Equipment: Includes non-computer equipment items such as desks, chairs, typewriters, telephones, etc. File cabinet purchases are not allowed. List and justify this equipment. These costs are subject to CDHS/TCS approval.
- b) Sensitive Equipment: Includes all computer software/hardware purchases regardless of the cost, fax machines, etc. List and justify all equipment necessary for this project. These costs are subject to CDHS/TCS approval during negotiations.

NOTE: The Contractor is required to prepare the final SOW and all progress reports in a prescribed format using one of the following software programs: WORD 6.0 (Windows 95 version), WORD 97, or Wordperfect 6.1.

List all of the equipment to be purchased, quantify each item, provide the estimated purchase price, and total amount budgeted for the entire contract term.

e. **Travel/Per Diem and Training**

Travel and training are to be consistent with the needs of the Clearinghouse project and supportive of the SOW. **Travel is reimbursed at the current State Department of Personnel Administration (DPA) rates. See Appendix L, Travel Reimbursement Information. Additionally, State**

funds may not be used for out-of-state travel, per diem and training/conferences without prior written approval by CDHS/TCS.

NOTE: The following Line Items must appear in every Budget Justification in the order presented here. If there are no expenses related to these line items, enter zero.

a) Agency Travel/Training:

- (1) Agency Travel: Includes airfare, meals, lodging, incidental expenses and mileage necessary to implement your SOW (e.g., to conduct local surveys of in-store tobacco advertising, to attend local, or Ethnic Network meetings or trainings, etc.). Provide the approximate dollar amount requested for agency travel that is directly related to completion of the SOW.
- (2) Agency Training: Includes registration fees for staff development or any other additional training events for professional, clerical, and administrative personnel; advisory board members; youth volunteers; committee members; etc., necessary for the completion of activities in the SOW. Training may include courses on computer software, meeting facilitation, planning, leadership, etc. Provide the dollar amount requested for agency training costs that are related to completion of the SOW.

b) CDHS/TCS Travel/Training:

(1) General Description:

Number of Trainings/Conferences: CDHS/TCS and its statewide Contractors (e.g., California Youth Advocacy Network (CYAN), BREATH – The California Smoke-free Bar, Workplace, and Communities Program, and others) typically conduct six to seven training's/conferences each year.

These trainings/conferences are specifically directed toward CDHS/TCS-funded projects, provide opportunities for project staff to learn from national, state, and local experts regarding evaluation, media, and advocacy, and are a means to be connected to California's larger tobacco control movement.

Contractor's staff must attend six to seven trainings and conferences that directly relate to materials development issues, PARTNERS, and to staff the Clearinghouse display.

Length of Trainings/Conferences: Each training/conference is usually one to two days. A statewide conference may be two to three days.

Training/Conference Topics: Generally, a broad range of topics are covered, such as educational materials development, youth advocacy,

in-store advertising strategies, youth access to tobacco issues, coalitions, smoke-free bars, chew/dip and cigars, transnational tobacco issues, evaluation, and spokesperson training.

Training Sites: Each training is generally offered only once. Occasionally, trainings are offered twice: one in Northern California (generally Bay Area or Sacramento counties) and one in Southern California (generally Los Angeles, Orange, or San Diego counties).

(2) Trainings/Conferences Required by CDHS/TCS and Statewide Contractors:

CDHS/TCS requires attendance at six to seven trainings/conferences per year. Each is usually one to two days. Budget \$375 per person (\$250 for travel/per diem and \$125 for registration) for four to five staff (this includes one to three staff housed at CDHS/TCS).

c) CDHS/TCS Required Travel/Training:

- (1) Project Directors' Meeting (required): This event (generally every 18 months) is typically a three-day conference for four to five staff (this includes one to three staff housed at CDHS/TCS).

Budget \$1,200 per person (\$1,000 for travel/per diem and \$200 for registration) for four to five staff (this includes one to three staff housed at CDHS/TCS) to attend this conference. Budget this expense in Year 1 and Year 3, FY 2002-2003 and FY 2004-2005.

d) Out-of-State Travel

- (1) Use this Line Item to budget out-of-state trips. Provide the dollar amount requested, the location and dates, number of individuals attending, name of conference, and a brief description, etc. All out-of-state travel trips not approved through this budget process will require prior written CDHS/TCS approval.

(2) CDHS/TCS Required Out-of-State Travel/Training:

(a) National Conference on Tobacco or Health:

Budget \$1,200 per person (\$1,000 travel/per diem and \$200 registration) for 2-4 staff (this includes 1-2 staff housed at CDHS/TCS) to attend the National Conference to staff the Clearinghouse display. Budget in Year 2 only, FY 2003-2004. The preliminary site for 2003-2004 is Boston, Massachusetts.

f. **Subcontracts and Consultants**

- a) Subcontracts are usually for long term projects needing salaried positions, indirect costs, etc. The subcontractor must provide a specialized task that

is directly related to Clearinghouse's activities. The subcontractor's salary must not exceed those paid to State personnel for similar positions/classifications. See Appendix I for a list of Comparable State Civil Service Classifications.

CDHS/TCS must review and approve subcontract agreements costing \$5,000 or more prior to reimbursement Subcontractor Indirect Costs shall not exceed 25 percent of their Personnel Expenses (Personnel Costs plus Fringe Benefit Line Item amounts).

- b) Consultants are individuals whose level or area of expertise relating to Clearinghouse activities extends beyond that possessed by Clearinghouse staff. Typical services provided by a consultant are advice on programmatic issues (e.g., group facilitator, in-service training, program design and development, program evaluation, etc.). At no time should a consultant's fee exceed the fee of a comparable State civil service classification, inclusive of all costs, but excluding travel/per diem. The rate should commensurate with the consultant's level of training, expertise and national recognition. **Every effort must be made to negotiate the lowest possible cost.** Refer to Appendix I for a list of Comparable State Civil Service Classifications. Consultants listed in the Budget Justification must also be referenced in the SOW.

For each consultant, provide the consultant name (or descriptive title if consultant is unknown), hourly rate, number of hours to be worked (e.g., per week, per month, per year, etc.), total cost, and description of activities to be performed.

CDHS/TCS must review and approve consultant agreements costing \$5,000 or more prior to reimbursement.

- (1) If Subcontractor/Consultant is Known: Provide the name of the individual or entity, description of activities to be performed, period of time, and total cost for services. List the subcontract(s) that will provide a specialized task that is directly related to Clearinghouse activities Subcontractors listed in the Budget Justification must also be referenced in the SOW.
- (2) If the Subcontractor/Consultant is Unknown: Indicate the generic titles, i.e., Graphic Artist, Microsoft Access Database Consultant, etc., and provide a narrative that describes the activities to be performed, and the amount. Subcontractors listed in the Budget Justification must also be referenced in the SOW.
- (3) Total Subcontract/Consultant:

Add all subcontract and consultant line item amounts to compute the Total Subcontract/Consultant.

g. **Other Costs**

Note: Items 1) - 5) listed in the paragraph below must appear in every Budget Justification in the order presented here. You may add other line items, if needed. If there are no expenses related to one of these line items, enter zero.

The proposer must provide a narrative and itemize expenditures for line items within this category that may include: 1) Educational Materials (includes Resource Center Costs); 2) Promotional Items; 3) Incentives; 4) Reproduction, Development, and Distribution; and 5) Material Review/Advisory Committee. Continue to add line items if needed numbering sequentially following Material Review/Advisory Committee. Please list them individually and be specific. For example, facility fees for renting a meeting room to conduct a training, review committee stipends, etc. Provide enough information to justify each additional Line Item. Additional Line Items listed in the Budget Justification must also be referenced in the SOW.

Total Other Costs: Add all line items to compute the Total Other Costs.

Total Direct Costs: Add Total Personnel Costs, Fringe Benefits, Operating Expenses, Equipment Expenses, Travel/Per Diem and Training, Other Costs, and Indirect Expenses to compute Total Expenses, **minus Equipment and Subcontract/Consultant expenses**, for each FY and the contract term.

h. **Indirect Expenses**

Indirect Expenses are defined as expenses not directly associated with the agency's deliverables. **Indirect Expenses shall be the "actual" indirect expenses of the TOTAL DIRECT EXPENSES, not to exceed 15 percent.** Examples of Indirect Expenses are: management and fiscal personnel (e.g., Executive Director, Deputy Director, Attorney, Bookkeeper), bookkeeping and payroll services, utilities, building and equipment maintenance, janitorial services, insurance costs and any expenses related to the mandatory annual Financial and Compliance audit, if not included in the Operating Costs category.

Identify and list all Indirect Expenses to be charged to this contract, and determine the dollar amount proposed. Calculate the Indirect Expenses Percentage Rate (divide the dollar amount requested for Indirect Expenses by the dollar amount requested for Total Direct Expenses). List the calculated percentage range for Indirect Expenses and the total dollar amount requested.

Note: Costs associated with the annual Financial and Compliance Audit may either be budgeted in this line item or budgeted in the Audit line item. If audit costs are budgeted in the Audit Expense line item, the Audit Expense line item plus the Indirect Expenses line item must not exceed 15 percent of the of the Total Direct Expense line item.

B. Budget Page Instructions

1. General Budget Instructions

The Budget Page, Appendix H, is a summary of the expenses described in the Budget Justification. It must be realistic, cost-effective, and appropriate to the proposed SOW. The Budget is the controlling mechanism for expenditures and the basis for approval of invoices.

Prepare one Budget page that reflects the individual budgets for each partial FY or FY of the contract term. Using the required Budget format provided in Appendix H, Budget Sample, transfer the figures from the Budget Justification for each of the partial FY or FYs. Only use whole numbers and round to the nearest dollar. The approved Budget will be incorporated into the contract.

2. Budget Page Format

- a. The Budget must be a realistic depiction of proposed expenditures. Prepare one budget page for each of the following periods of time. See Appendix H, Budget Sample:

December 1, 2002 to June 30, 2003 (7 months);
July 1, 2003 to June 30, 2004;
July 1, 2004 to June 30, 2005; and
July 1, 2005 to December 30, 2005 (six months).

- b. Each of the Budget pages must contain all eight (8) categories:

- Personnel Costs;
 - Fringe Benefits;
 - Operating Expenses;
 - Equipment Expenses;
 - Travel/Per Diem and Training;
 - Subcontract/Consultant;
 - Other Costs; and
 - Indirect Expenses.
- **Prime Contractor (the proposer agency): Indirect expense is 15 percent of Total Direct Expenses, minus the Equipment and Subcontract/Consultant line item.**
 - **Prime Contractor's Subcontractors: Indirect expense is 25 percent of total Personnel expenses (includes total personnel and fringe benefits).**

- c. Provide only one budget page for each partial FY or FYs. If you are unable to itemize the entire complete category on the one page, you are to establish an attachment page, i.e., Attachment I(a), I(b), or I(c). Examples of categories that may require an attachment page are: Personnel, Other Costs,

Subcontract/Consultant categories. The attachments should be entitled as follows, and then continue for each partial FY or FYs:

- Exhibit B, Attachment I(a), Personnel Category - Budget (Year 1). See Appendix H (a).
- Exhibit B, Attachment I(b), Subcontracts/Consultants, Budget (Year 1). See Appendix H (b)
- Exhibit B, Attachment I(c), Other Costs Category - Budget (Year 1). See Appendix H (c).

The Personnel category must include: 1) position title and number of each position, 2) salary ranges, 3) full time equivalents (FTE), and 4) annual cost.

d. Subcontractor/Consultant

Determine if the Subcontractor/Consultant is known or unknown.

- 1) If Subcontractor/Consultant is Known: List the name and the dollar amount for each known subcontractor/consultant. (See the Subcontract/Consultant category in Appendix H, Budget Sample). The subcontractor's categories and instructions are similar to the prime Contractors, except the indirect expense is 25 percent of total personnel costs (includes personnel and fringe benefits). Provide a Budget Justification. Subcontractors listed in the Budget Justification must also be referenced in the SOW.
- 2) If Subcontractor/Consultant is Unknown: If the subcontractor/consultant is unknown at the time the proposal is submitted, provide a narrative that describes the activities to be performed and the budgeted amount for each FY. Subcontractors listed in the Budget Justification must also be referenced in the SOW.

C. Additional Required Forms

Attachments 10, 11, and 12, require completion/signature by the person authorized to bind the agency.

1. Current and Anticipated Incoming Forms (Attachment 9)
2. Contractor Certification Clauses (CCC) 201 (Attachment 10)
3. Agency Documentation Requirements (Attachment 11)
4. Certification of Non-Acceptance of Tobacco Funds (Attachment 12)

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Proposal Cover Sheet
Tobacco Education Clearinghouse of California, TCS-02-25400

1. Agency Information:

Agency Name _____

Project Name _____

Mailing Address _____

City _____ Zip _____

County _____

Contact Person's Name _____

Telephone (_____) _____ FAX (_____) _____

E-mail _____

Federal Identification Number _____

2. RFP Name and Number: Tobacco Education Clearinghouse of California, Request for Proposal (RFP), TCS-02-25400

3. Anticipated Term of Contract: 12/01/02 to 12/30/05

4. Total Budget Amount Proposed for entire contract term: \$ _____

5. The undersigned hereby affirms that the statements contained in this proposal package are true and complete to the best of the proposer's knowledge and accepts as a condition of a contract, the obligation to comply with the applicable state and federal requirements, policies, standards, and regulations. The undersigned recognizes that this is a public document and open to public inspection. Person authorized by the Board to sign (e.g., Board of Directors, etc).

Signature of Agency
Representative: _____ Date: _____Print Name and Title:

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Agency Contact Information Forms	
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1. Project Narrative	
2. Organizational Chart(s)	
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Budget	
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Additional Administration Requirements.....	
1. Current and Anticipated Incoming Funds	
2. Contractor Certification Clauses 201	
3. Agency Documentation Requirements.....	
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5. Certification of Non-Acceptance of Tobacco Funds	

**Tobacco Education Clearinghouse of California
Proposal Checklist**

The following attachments and components must be completed and submitted in the order shown here. Proposals that are missing any of these attachments or components will be considered non-compliant and will not be reviewed. Please note that you are not required to submit the Proposal Checklist.

<u>Attachments and Components</u>	<u>Check Mark</u>
• One Original Proposal	_____
• 8 Copies of the Proposal	_____
➤ • Proposal Cover Sheet (Attachment 1)	_____
• Table of Contents (Attachment 2)	_____
• Agency Contract Information Form	_____
1. Contact Information Form (Attachment 4)	_____
2. Project Director Form (Attachment 5)	_____
3. Fiscal Contacts Form (Attachment 6)	_____
4. Official Agency Signatory Form (Attachment 7)	_____
• Agency Capability (No Attachment, 10 page limit, not including Letters of Reference.)	_____
• Letters of Reference (No Attachment Provided)(3 letters required)	_____
• Project Description	_____
1. Project Narrative	_____
2. Organizational Chart(s) (No attachment provided)	_____
3. Scope of Work (Attachment 8)	_____
• Budget (No attachment)	_____
• Budget Justification (No attachment provided)	_____
• Additional Administrative Requirements	_____
1. Current and Anticipated Incoming Funds (Attachment 9)	_____
➤ 2. Contractor Certification Clauses 201 (Attachment 10)	_____
➤ 3. Agency Documentation Requirements (Attachment 11)	_____
4. Proof of Nonprofit Status (No attachment provided)	_____
➤ 5. Certification of Non-Acceptance of Tobacco Funds (Attachment 12)	_____

OPTIONAL:

NOTE: ➤ Denotes the document requires a signature by the person authorized to bind the agency. Read the documents carefully and allow time to obtain the required signatures.

CONTACT INFORMATION FORM

*Agency Name:					
*Project Name:	Tobacco Education Clearinghouse of California (TECC)				
*Contract Number:	02-25400	*Federal Taxpayer ID Number:			
*Contract Amount:		*Project Type:	Statewide Clearinghouse		
*Contract Term:	From: 12/01/02 To: 12/30/05				
*Health Jurisdiction(s) project works in:	Statewide Clearinghouse contract				
*Region(s) your project works in:	Statewide				
P.O. Box:					
*Street Address 1:					
Street Address 2:					
*City:		*State:		*Zip Code:	
*Phone:		Fax:			
Web:	http://				
Email:					

*Required Fields

PROJECT DIRECTOR FORM

(Please provide information regarding the Project Director. If the Project Director does not provide day to day services on the project, then also provide information on the primary tobacco contact.)		
	Project Director	Primary Tobacco Contact: <input type="checkbox"/> Same as Project Director
*First Name:		
*Last Name:		
Title:		
P.O. Box:		
*Street Address 1:		
Street Address 2:		
*City:		
*State:		
*Zip Code:		
*Email:		
*Phone:		
*Fax:		

*Required Field

FISCAL CONTACTS FORM

	Agency Fiscal Officer:	Day to Day Fiscal Contact:
*First Name:		
*Last Name:		
Title:		
P.O. Box:		
*Street Address 1:		
Street Address 2:		
*City:		
*State:		
*Zip Code:		
*Email:		
*Phone:		
*Fax:		

*Required Field

OFFICIAL AGENCY SIGNATORY FORM

*First Name:	
*Last Name:	
*Title:	
P.O. Box:	
*Street Address 1:	
Street Address 2:	
*City:	
*State:	
*Zip Code:	
*Email:	
*Phone:	
*Fax:	

*Required Field

ATTACHMENT 8

Grantee's Name
02-25400

Exhibit A Scope of Work

Project Name: Tobacco Education Clearinghouse of California	Revision Date:					Report Period:	
						For Progress Report Use Only	
Objectives/Activities/Evaluation	©	%	Start/ End Date	Who Is Responsible	Tracking Measures	Document Number/ Letter	Actual Date(s) Completed
Core Components:							

+ On file in office

Page of

NOTE: A facsimile may be used in lieu of this form e.g., computer printouts providing the same information are acceptable. If additional sheets are necessary, copy them back-to-back.

CURRENT AND ANTICIPATED INCOMING FUNDS

December 1, 2002-December 30, 2005

LIST ALL INCOMING FUNDS FOR SERVICES THAT YOUR AGENCY RECEIVES
EITHER DIRECTLY OR THROUGH A CONTRACT/GRANT

Specify Contract, Grant, or Allocation and Project Title	Funding Agency Name (Use Full Name)	Amount of Support	Funding Period

(Revised 6/4/02)

CCC201

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of</i>

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

4. UNION ORGANIZING Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will

seek reimbursement for costs incurred to assist, promote or deter union organizing.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:** Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE:** An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other government entity.

AGENCY DOCUMENTATION REQUIREMENTS

The California Department of Health Services may audit contracts at any time. The documentation required for each audit may typically include, but is not limited to the following:

Fiscal Records

- A. General Ledger, Journals, and Charts of Accounts
- B. Cash Receipts and Disbursements Journal with Supporting Documents
- C. Vendor Invoices to Support Expenditures
- D. Program Remittance Advices from State Controller
- E. Payroll Records, including, but not limited to personnel time sheets signed/dated by the employee and supervisor reflecting actual time worked on program.
- F. Travel Log, Employee Expense Claims and appropriate receipts
- G. Billing Records (Program Log)
- H. State and Federal Tax Withholding Records
- I. Financial Statements and Independent Auditor's of County Auditor's Report
- J. Computation of the Fringe Benefit of Fund Sources
- K. Agency wide Budget and Listing of Fund Sources
- L. Copies of Monthly Invoices to the State
- M. Copies of Reimbursement Warrants and Remittance Advices from the State
- N. Administrative Manuals such as Personnel Policies and Procedures, Travel Policies and Procedures

Program Records

- A. Project Proposal (submitted in response to this Request for Proposal)
- B. Contract and Contract Amendments
- C. TCS Competitive Grantee Administrative and Policy Manual
- D. Progress Reports and the Final Report
- E. Program Audit Reports of Site Visits
- F. Scope of Work
- G. Correspondence Regarding the Contract and/or Subcontracts
- H. Program implementation records that document the number of people served, materials developed activities conducted, etc. These records may include, but are not limited to logs, sign-in sheets, meeting minutes, survey and evaluation data, etc.

Other Records

- A. Board of Director's Minutes and Articles of Incorporation
- B. Non-Profit Approval Letter/Certification
- C. Organization Chart (Agencywide) and Duty Statements
- D. Program Correspondence Files
- E. Other Program Audits of the Facility

I certify that the above will be available upon request by the CDHS, CDHS/TCS Program/Contract Manager and/or Auditors.

Director of Agency:

Agency Financial Management Official:

Signature

Date

Signature

Date

Print Name and Title

Print Name and Title

CERTIFICATION OF NON-ACCEPTANCE OF TOBACCO FUNDS

Company/Organization Name

Please check one of the following:

☐ **The proposer named above hereby certifies that it will not accept funding from nor have an affiliation or contractual relationship with a tobacco company or any of its subsidiaries or parent company during the term of the contract with CDHS/TCS.**

☐ **Universities/Colleges Only**

The Principal Investigator of the university or college named above hereby certifies that he/she has not received funding from nor had an affiliation or contractual relationship with a tobacco company or any of its subsidiaries or parent company within the five (5) years immediately preceding the start date of the contract period. In addition, the Principal Investigator of the university or college named above hereby certifies that he/she will not accept funding from nor have an affiliation or contractual relationship with a tobacco company or any of its subsidiaries or parent company during the term of the contract with CDHS/TCS.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized to legally bind the Contractor to the above described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

Director of Agency or Principal Investigator:

Signature

Date

Print Name and Title

VIII. TABLE OF CONTENTS FOR ENCLOSED APPENDICES

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PARTNERS COMPUTER NETWORK SYSTEM
CHAPTER 300, POLICY #16

The **PARTNERS (Policy Advocacy Resources Tobacco Network Education Response System) web site network** is a statewide electronic communication system, developed to link the California Department of Health Services, Tobacco Control Section (CDHS/TCS) and its Contractors. The current Internet web site evolved from a DOS-based system established in 1992 by CDHS/TCS in cooperation with the Advocacy Institute in Washington, DC. In April 1997, the site went on the Internet and was located on the national SCARNet web site at <<http://www.SCARNet.org>>. One year later, May 1, 1998, California's web site became independent with its own World Wide Web address <<http://www.tcspartners.org>>.

Since 1994, technical and administrative support for the **PARTNERS** web site has been provided by **ETR Associates/Tobacco Education Clearinghouse of California (ETR/TECC)**, and made possible by funds received from the **Tobacco Tax Health Protection Act of 1988 - Proposition 99**, under Contract Number 96-26169 with the **California Department of Health Services, Tobacco Control Section (CDHS/TCS)**.

The **goal of PARTNERS** is to provide an efficient and timely communication system for CDHS/TCS to communicate with its Contractors and for projects to share resources and expertise in program and policy development and implementation. In addition, PARTNERS provides a forum for planning and strategizing across the state, maximizing resources, avoiding duplication of effort, and enhancing agency capability. The system allows TCS-funded projects throughout California to share information, educational materials, program and training resources, and planning strategies. **All CDHS/TCS funded projects in California are required to participate in the network**, and technical assistance is provided to assist users with accessing and using PARTNERS.

Major components of the PARTNERS web site are:

- **Action Alerts** are posted on-line whenever CDHS/TCS is notified of something important to tobacco control in California that requires immediate action. Action Alerts are specific to California and California issues.
- **Daily Bulletins** provide users with a daily source of information regarding tobacco-related news items.
- **News Summaries**, provided by the statewide media campaign, contain summaries of tobacco-related news stories from the previous week. Each summary contains a reference to the original article, allowing users to obtain the original text (which many of the larger papers now offer from their web sites). As with TCS Updates, users can click on Previous News Summaries at the bottom of this week's News Summary to access prior ones.

- **TCS Updates** are the projects' direct link to the Department of Health Services/Tobacco Control Section. TCS Updates are produced in conjunction with TCS staff and are one of the main means of communicating information to projects. Updates are published on-line on a weekly basis. When you click on TCS Updates from the Main Menu, you go directly to the most recent TCS Update. If you missed a week or want to search the archives, you can simply click on a link at the bottom labeled Previous TCS Updates to look at "back issues."
- **Events Calendar** is posted monthly listing TCS (and other) events of interest. This calendar is primarily dedicated to statewide or program-wide issues. It is recommended that you print a copy each month so you won't forget important dates. It is also recommend that you use the calendar to plan future events so as to avoid conflicts with other major tobacco control events. If you have local events in your area, which you'd like to publicize, you can submit them using the Submit Calendar Event function in Utilities, in addition to posting on Strategy Exchange.
- **Strategy Exchange** is the user-driven portion of the PARTNERS web site. Users are able to post their information on this area of the site. There are some limitations on what a user may post and those limitations are covered in the user agreement (which can be found on-line under Utilities). Limitations include breaches of confidentiality or statements related to lobbying efforts. Traditionally, the Strategy Exchange has been used for requests for information, publicizing events, job postings, dispersal of information, etc. TCS prefers that conversation threads between two parties be carried out via E-mail, but information of a general nature is appropriate for Strategy Exchange. Many projects use this means to let others know of their successes.
- **On-line Help Desk** takes the place of the former Partners Handbook. It is continually being updated as new features are being added to the site. It contains an overview of the PARTNERS web site for new users (and those unfamiliar with the new site). It also contains a section called Internet 101, a basic tutorial for novice Internet users. It contains a detailed tutorial on using Strategy Exchange, as well as helpful tips on passwords, security issues, and how to deal with common problems. Finally it contains a guide on how to get more help when you need it.
- **Utilities** is a housekeeping section where users can take care of the "behind the scenes" work. It includes sections on changing passwords, updating profiles, registering new users, and submitting calendar events.
- **E-mail Lists** of PARTNERS users and TCS Staff are located here. TCS highly recommends using e-mail as your main route of communication (especially when communicating with PARTNERS staff). E-mail has all the benefits of a letter with the speed and turnaround time of a phone call. However, e-mail does not offer the same level of confidentiality as the web site. In addition to e-mail lists, directories are provided that list the members of the TCS work groups (along with information on how to contact them). If you discover any typos in your e-mail or directory information, please contact PARTNERS staff at partners@tcspartners.org.

- **Other Prop 99 Funded Sites** are featured in this section and others will be added as more and more projects develop an Internet presence.
- **TCSC Connection** link takes you directly to the new TCSC web site <http://www.TCSC.org>. You will be able to access both sites with the same ID# and Password.
- **The California Tobacco Education Project Directory** contains information about your counterparts in other areas of the state. TCSC maintains the database for this directory and updates it periodically. The Directory will be accessible from both sites.



State of California
Bill Jones
Secretary of State

Appendix B
Page 1 of 2

STATEMENT BY DOMESTIC NONPROFIT CORPORATION

Filing Fee \$20.00 – If Amendment, See Instructions

IMPORTANT – Read Instructions Before Completing This Form

1. CORPORATE NAME: (Do not alter if name is preprinted.)

This Space For Filing Use Only

2. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE IN CALIFORNIA, IF ANY
(If none, complete 3) CITY AND STATE ZIP CODE

3. MAILING ADDRESS CITY AND STATE ZIP CODE

LIST THE NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS: (The corporation must have these three officers. The appropriate title for the officer may be added but do not alter or obliterate the form.)

4. CHIEF EXECUTIVE OFFICER/ ADDRESS CITY AND STATE ZIP CODE

5. SECRETARY/ ADDRESS CITY AND STATE ZIP CODE

6. CHIEF FINANCIAL OFFICER/ ADDRESS CITY AND STATE ZIP CODE

7. CHECK THE APPROPRIATE PROVISION BELOW AND NAME THE AGENT FOR SERVICE OF PROCESS:

[] AN INDIVIDUAL RESIDING IN CALIFORNIA.

[] A CORPORATION WHICH HAS FILED A CERTIFICATE PURSUANT TO CALIFORNIA CORPORATIONS CODE SECTION 1505.

AGENT'S NAME: _____

8. ADDRESS OF THE AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY ZIP CODE

CA

COMMON INTEREST DEVELOPMENT ASSOCIATION (Civil Code Section 1350, et seq.)

9. ☐ THIS CORPORATION IS NOT AN ASSOCIATION FORMED TO MANAGE A COMMON INTEREST DEVELOPMENT (PROCEED TO ITEM 11)

10. ☐ THIS CORPORATION IS AN ASSOCIATION FORMED TO MANAGE A COMMON INTEREST DEVELOPMENT UNDER THE DAVIS-STIRLING COMMON INTEREST DEVELOPMENT ACT. (PROCEED TO ITEM 10A AND 10B)

10A. BUSINESS OFFICE STREET ADDRESS OR PHYSICAL LOCATION OF DEVELOPMENT, INCLUDING NINE-DIGIT ZIP CODE

10B. NAME AND ADDRESS OF THE MANAGING AGENT

11. THIS STATEMENT IS TRUE, CORRECT AND COMPLETE.

TYPE OR PRINT NAME OF OFFICER OR AGENT

SIGNATURE

TITLE

DATE

INSTRUCTIONS FOR COMPLETING THE STATEMENT BY DOMESTIC NONPROFIT CORPORATION

Appendix B

Page 2 of 2

Type or legibly print in black or blue ink.

Statutory filing provisions are found in California Corporations Code Sections 6210, 8210 and 9660, unless otherwise indicated.

Every **domestic corporation** shall file a statement with the California Secretary of State, within 90 days after filing of its original Articles of Incorporation, and biennially thereafter during the applicable filing period. The applicable filing period for a corporation shall be the end of the calendar month during which its original Articles of Incorporation were filed and the immediately preceding five calendar months.

FILING FEES: If this statement is the initial 90-day statement or a biennial statement, a **\$20.00** filing fee must accompany this statement.

Amendment: If this statement is being filed to amend any information on a previously filed statement, and is not a biennial filing, **no fee** is required.

A corporation is required to file a statement even though it may not be actively engaged in business at the time this statement is due.

Failure to file this completed form by its due date will result in the assessment of a penalty. The penalty for domestic nonprofit corporations is \$50 (California Corporations Code Sections 6810 and 8810). See also California Revenue and Taxation Code Section 19141.

For further information, contact the Statement of Officers Unit at (916) 657-3537.

- **Make check(s) payable to the Secretary of State.** Send the executed document and filing fee to:
California Secretary of State, Statement of Officers, P.O. Box 944230, Sacramento, CA 94244-2300
- The Secretary of State will endorse file one copy of the filed statement at no additional cost, provided that the copy is submitted to the Secretary of State along with the original to be filed.

Fill in the items as follows:

- Item 1.** Do not alter the preprinted corporate name. If the corporation name has been changed and is not correct, please attach a statement indicating the correct name and the date the name change amendment was filed with the Secretary of State. If the space is blank, enter the **exact** corporate name and number.
- Item 2.** Enter the complete street address, city, state and zip code, of the principal executive office in California, if any. **DO NOT** enter a P.O. Box or abbreviate the name of the city.
- Item 3.** Enter the mailing address of the corporation.
- Items 4-6.** Enter the name and complete business or residence address of the corporation's chief executive officer (i.e. president), secretary and chief financial officer (i.e. treasurer). **DO NOT** abbreviate the name of the city. The corporation must have these three officers. An officer may hold more than one office **EXCEPT** in a nonprofit **public benefit** or **religious** corporation, neither the secretary nor the chief financial officer may serve concurrently as the president or chairman of the board (California Corporations Code Sections 5213 and 9213). Please note, unless otherwise provided in the Articles of Incorporation or Bylaws, the president, or if there is no president the chairman of the board, is the chief executive officer of the corporation. You may add a title appropriate for your corporation but, **do not alter or obliterate preprinted titles.**
- Item 7.** Enter the name of the agent for service of process in California. The person named as agent must be a resident of California or a corporation which has filed a certificate pursuant to California Corporations Code Section 1505. If an individual is designated as agent, proceed to Item 8. If a corporation is designated, proceed to Item 9 (do not complete Item 8). **Please Note:** A corporation cannot name itself as agent for service of process.
- Item 8.** If an individual is designated as the agent for service of process, enter a business or residential address in California. **DO NOT** enter "in care of" (c/o) or abbreviate the name of the city. **DO NOT** enter an address if a corporation is designated as the agent for service of process.

Civil Code Section 1350, et seq., mandates that a corporation formed on behalf of common interest development associations furnish specific additional information when filing a statement pursuant to California Corporations Code Section 1502.

- Item 9.** Check the box if the corporation was not formed to manage a common interest development under the Davis-Stirling Common Interest Development Act and proceed to Item 11.
- Item 10.** Check the box if the corporation was formed to manage a common interest development under the Davis-Stirling Common Interest Development Act.
- Item 10A.** Enter the business or corporate office of the association, if any. If the office is not on the site of the common interest development, state the nine-digit zip code, front street, and nearest cross street for the physical location of the common interest development.
- Item 10B.** Enter the name and address of the association's managing agent, if any. (Civil Code Section 1363.5)
- Item 11.** Type or print name and title of the officer or agent completing the form. Enter the date the form is completed.

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: Employer Identification Number:
xx-xxxxxxx
DLN:
xxxxxxxxxx
Contact Person:
XXXX XXXXX
Contact Telephone Number:
(XXX) XXX-XXXX
Accounting Period Ending:
March 31
Foundation Status Classification:
170 (b) (1) (A) (vi)
Advance Ruling Period Begins:
January 22, 1997
Advance Ruling Period Ends:
March 31, 2001
Addendum Applies:
None

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509 (a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in sections 509 (a) (1) and 170 (b) (1) (A) (vi).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509 (a) (1) or 509 (a) (2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we will no longer treat you as a publicly supported organization, grantors and contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1984, you are liable for social security taxes under the Federal Insurance Contributions Act on amounts of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

Contributions to you are deductible by donors beginning January 22, 1997.

You are not required to file Form 990, Return of Organization Exempt From income Tax, if your gross receipts each year are normally \$25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You are required to make your annual return available for public inspection for three years after the return is due. You are also required to make available a copy of your exemption application, any supporting documents, and this exemption letter. Failure to make these documents available for public inspection may subject you to a penalty of \$20 per day for each day there is a failure to comply (up to a maximum of \$10,000 in the case of an annual return).

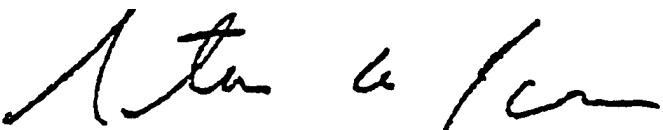
You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



District Director

PARTIAL LIST OF TOBACCO COMPANY SUBSIDIARIES

This list is not a comprehensive resource and should be not relied upon to be complete or correct since changes in corporate and product ownership commonly occur.

Parent Company: Philip Morris Incorporated, Philip Morris International, Inc., Kraft Foods, Inc.

KRAFT Foods, Selected Brands

Coffee:	Maxwell House, Sanka, Yuban, General Foods, International Coffees, Maxim, Starbucks
Soft Drinks:	Country Time, Crystal Light, Kool-Aid, Tang, Capri Sun
POST Cereals:	Alpha-Bits, Banana Nut Crunch, Blueberry Morning, Cranberry Almond Crunch, Frosted Shredded Wheat, Fruit & Fiber, Golden Crisp, Grape-Nuts, Grape-Nuts O's, Great Grains, Honey Bunches of Oats, Honeycomb, Honey Nut Shredded Wheat, Natural Bran Flakes, Oreo O's, Pebbles, Raisin Bran, Shredded Wheat, Shredded Wheat 'n Bran, Spoon Size Shredded Wheat, Toasties, Waffle Crisp, 100% Bran
Condiments & Sauces:	Kraft mayonnaise, Kraft barbecue and grilling sauces, Miracle Whip, Bull's-Eye barbecue and grilling sauces, Kraft Sauceworks cocktail, horseradish, sweet 'n sour and tartar sauces.
Confectioneries:	Altoids mints, Callard & Bowser toffees, La Vosgienne, Toblerone and Tobler chocolates
Dry Desserts:	D-Zerta, Jell-O, Minute brand tapioca
Dry Grocery:	Baker's chocolate and coconut, Calumet baking powder, Oven Fry coatings, Shake 'N Bake, Sure-Jell and Certo pectins
Ethnic Foods:	Taco Bell dinner kits, salsa and meal components
Meals/ Side Dishes:	Kraft macaroni & cheese, Minute rice, Stove Top stuffing mix, Stove Top Oven Classics, Velveeta shells & cheese

Salad Dressing:	Good Seasons mixes, Kraft, Seven Seas
Snacks:	Handi-Snacks, Kraft
Toppings:	Dream Whip whipped topping mix, Kraft dessert toppings, Cool Whip
Cheese:	
Parmesan/ Romano:	Kraft, Kraft Free, Di Giorno
Natural:	Kraft, Cracker Barrel, Harvest Moon
Processed:	Kraft Deluxe, Kraft Singles, Kraft Super Slice, Kraft Cheez Whiz
American Cheese:	Light n' Lively, Old English, Velveeta
Cream Cheese:	Philadelphia, Philly Flavors, Temp-Tee
Other Cheeses:	Athenos, Churny, Di Giorno, Hoffman's, Polly-O
Dairy Products:	Breakstone's sour cream, cottage cheese and dips, Breyers yogurt, Jell-O yogurt, Knudsen sour cream and cottage cheese, Light n' Lively low-fat cottage cheese, yogurt, Sealtest cottage cheese and sour cream
Fresh Pasta & Sauces:	Di Giorno
Processed Meats:	Oscar Mayer hot dogs, cold cuts and bacon, Osacar Mayer Lunchables, Louis Rich turkey products (hot dogs, cold cuts, and bacon), Louis Rich Carving Board sliced meats
Pickles & Sauerkraut:	Claussen
Pizza:	Di Giorno, Jack's, Tombstone

KRAFT Foods International, Selected Brands

Cheese:	Dairylea, Eden, El Caserio, Invernizzi, Kraft, P'tit Quebec, Philadelphia, Sottilette
Coffee:	Blendy, Carte Noire, Gevalia, Grand' Mere, Jacobs Kronung, Jacobs Monarch, Jacques Vabre, Kaffee HAG, Kenco, Maxim, Maxwell House, Saimaza, Splendid
Confectioneries:	Aladdin, Cote d'Or, Daim, Figaro, Freia, Hollywood, Korona, Lacta, Marabou, Milka, Poiana, Prince Polo, Suchard, Sugus, Terry, Toblerone Powdered Soft Drinks, Clight, Frisco, Q-Refresko, Tang
Other:	Bird's custard, Estrella snacks, Kraft ketchup, Kraft peanut butter, Magic Moments pudding, Miracle Whip/Dream Whip spread, Miracoli pasta, Simmenthal canned meats, Vegemite spread

Parent Company: US Tobacco

Wines:	Chateau Ste. Michelle, Columbia Crest, Domaine Ste. Michelle, Villa Mt. Eden, Conn Creek, Colour Volant
Beer:	Bert Grant's Ale

INTELLECTUAL PROPERTY RIGHTS

The following are portions of California Department of Health Services, Special Terms and Conditions, Exhibit D(C), that includes Section 3, Intellectual Property Rights, Paragraphs a-e: The Paragraphs are: a) Ownership, b) Retained Rights/License Rights, c) Copyright, d) Patent Rights, and e) Third-Party Intellectual Property. The complete Exhibit D(C) will be provided to the awarded contractor

3. Intellectual Property Rights

a. Ownership

- (1) Except where DHS has agreed in a signed writing to accept a license, DHS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or DHS and which result directly or indirectly from this agreement.
- (2) For the purposes of this agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
 - (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this agreement. In addition, under this agreement, Contractor may access and utilize certain of DHS' Intellectual Property in existence prior to the effective date of this agreement. Except as otherwise set forth herein, Contractor shall not use any of DHS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHS. **Except as otherwise set forth**

herein, neither the Contractor nor DHS shall give any ownership interest in or rights to its Intellectual Property to the other Party. If during the term of this agreement, Contractor accesses any third-party Intellectual Property that is licensed to DHS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHS in the third-party's license agreement.

- (4) Contractor agrees to cooperate with DHS in establishing or maintaining DHS' exclusive rights in the Intellectual Property, and in assuring DHS' sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this agreement, Contractor shall require the terms of the agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHS and which result directly or indirectly from this agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with DHS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHS' Intellectual Property rights and interests.

b. Retained Rights / License Rights

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHS and which result directly or indirectly from this agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this agreement. Contractor hereby grants to DHS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of DHS or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Section a, subparagraph (2)(a)] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHS to any work product made, conceived, derived from, or reduced to practice by Contractor or DHS and which result directly or indirectly from this agreement.

- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHS and which result directly or indirectly from this agreement, shall include DHS' notice of copyright, which shall read in 3mm or larger typeface: "© 2001, State of California, Department of Health Services. This material may not be reproduced or disseminated without prior written permission from the Department of Health Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

With respect to inventions made by Contractor in the performance of this agreement, which did not result from research and development specifically included in the agreement's scope of work, Contractor hereby grants to DHS a license as described under Paragraph b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the agreement's scope of work, then Contractor agrees to assign to DHS, without additional compensation, all its right, title and interest in and to such inventions and to assist DHS in securing United States and foreign patents with respect thereto.

e. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining DHS' prior written approval; and (ii) granting to or obtaining for DHS, without additional compensation, a license, as described in Paragraph b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this agreement. If such a license upon the these terms is unattainable, and DHS determines that the Intellectual Property should be included in or is required for Contractor's performance of this agreement, Contractor shall obtain a license under terms acceptable to DHS.

Exhibit A
 Scope of Work

Project Name: Tobacco Education Clearinghouse of California	Revision Date:					Report Period:	
						For Progress Report Use Only	
Objectives/Activities/Evaluation	©	%	Start/ End Date	Who Is Responsible	Tracking Measures	Document Number/ Letter	Actual Date(s) Completed
Components							
<p>In outline format, state an objective for each of the 9 Core Project Components. Immediately following each objective, describe the activities to achieve the objective.</p> <p>Outcome Specific Objective: The objectives should be measurable and clearly identify the expected result or outcome. It should state how much change will occur, for what target group, when the objective will be met and what location. A good objective is measurable, quantifiable and time-limited.</p> <p>Example: Clearinghouse Component I: Bulk printing, Purchase or Access and Distribution of Materials</p> <p>Objective 1. : Through December 30, 2005, maintain a bulk educational materials distribution system made available to approximately 250-400 CDHS/TCS contractors and their subcontractors, which will include a) 3000-4000 anticipated requests for materials b) 2-3 million pieces shipped per year c) warehousing 250-400 different items for bulk purchase or access through a semi-annual sales catalog.</p>	Place a copyright sign next to each program deliverable that is subject to copyright laws, such as educational materials, project directory, etc.	For each program deliverable, indicate a percent between 0.5 percent and 100 percent that reflects staff and budget resources. This column must total 100 percent.	List the progress report periods during which each program and evaluation activity is expected to start and end.	Indicate who is responsible for each activity. This may include staff, subcontracts or, consultants. The positions must correspond to the position titles used in the Budget Justification. Provide a key to identify position titles if using abbreviations. Do not include agencies outside of your control.	List the items that are used to document and verify that activities are completed. These include review committee meeting agenda and summary documents, copies of educational materials developed, number of orders received, etc.		
Activity 1. Use an outline format to describe the activities and steps to be taken to achieve each component. The activities should be comprehensive and are to describe how much will be done by using ranges. For example, the number of materials to be developed and provided, the number of CDHS/TCS contractors to be served, the number of PARTNERS activities to be conducted, the number of technical assistance interactions, etc. Also, describe what will be done by describing the processes and systems that will be developed to satisfy program requirements, such as dissemination of resource information, materials review process, materials development, materials database/resource collection, etc.)							
Example: Respond to an estimated 250-300 orders per month from both toll-free and regular telephone numbers, fax, mail and the Clearinghouse Web Site.		1.0	12/02-6/03 – 7/05/12/05	Materials Distribution Coordinator (MDC)	Order fulfillment & databases		

+ On file in office

Exhibit A
 Scope of Work

Project Name: Tobacco Education Clearinghouse of California	Revision Date:					Report Period:	
						For Progress Report Use Only	
Objectives/Activities/Evaluation	©	%	Start/ End Date	Who Is Responsible	Tracking Measures	Document Number/ Letter	Actual Date(s) Completed
Components							
<p>In outline format, state an objective for each of the 9 Core Project Components. Immediately following each objective, describe the activities to achieve the objective.</p> <p>Outcome Specific Objective: The objectives should be measurable and clearly identify the expected result or outcome. It should state how much change will occur, for what target group, when the objective will be met and what location. A good objective is measurable, quantifiable and time-limited.</p> <p>Example: Clearinghouse Component I: Bulk printing, Purchase or Access and Distribution of Materials</p> <p>Objective 1. : Through December 30, 2005, maintain a bulk educational materials distribution system made available to approximately 250-400 CDHS/TCS contractors and their subcontractors, which will include a) 3000-4000 anticipated requests for materials b) 2-3 million pieces shipped per year c) warehousing 250-400 different items for bulk purchase or access through a semi-annual sales catalog.</p>	Place a copyright sign next to each program deliverable that is subject to copyright laws, such as educational materials, project directory, etc.	For each program deliverable, indicate a percent between 0.5 percent and 100 percent that reflects staff and budget resources. This column must total 100 percent.	List the progress report periods during which each program and evaluation activity is expected to start and end.	Indicate who is responsible for each activity. This may include staff, subcontracts or, consultants. The positions must correspond to the position titles used in the Budget Justification. Provide a key to identify position titles if using abbreviations. Do not include agencies outside of your control.	List the items that are used to document and verify that activities are completed. These include review committee meeting agenda and summary documents, copies of educational materials developed, number of orders received, etc.		
Activity 1. Use an outline format to describe the activities and steps to be taken to achieve each component. The activities should be comprehensive and are to describe how much will be done by using ranges. For example, the number of materials to be developed and provided, the number of CDHS/TCS contractors to be served, the number of PARTNERS activities to be conducted, the number of technical assistance interactions, etc. Also, describe what will be done by describing the processes and systems that will be developed to satisfy program requirements, such as dissemination of resource information, materials review process, materials development, materials database/resource collection, etc.)							
Example: Respond to an estimated 250-300 orders per month from both toll-free and regular telephone numbers, fax, mail and the Clearinghouse Web Site.		1.0	12/02-6/03 – 7/05/12/05	Materials Distribution Coordinator (MDC)	Order fulfillment & databases		

+ On file in office

APPENDIX G
Page 1 of 2

NOTE: THIS IS A HYPOTHETICAL BUDGET JUSTIFICATION SAMPLE PROVIDED TO GIVE THE APPLICANT AGENCY AN INDICATION OF THE FORMAT AND DETAIL REQUIRED TO JUSTIFY PROPOSED BUDGET EXPENSES. THIS SAMPLE IS ONLY TWO (2) PAGES.

ABC Clearinghouse Services, Inc.

Budget Justification

December 1, 2002 to December 30, 2005 (37 Months)

AMOUNT REQUESTED

	Period 12/01/02 to <u>6/30/03</u>	Period 07/01/03 to <u>06/30/04</u>	Period 07/01/04 to <u>6/30/05</u>	Period 07/01/05 to <u>12/30/05</u>	<u>Total</u>
A. PERSONNEL COSTS					
<i>The following salaries, percents of time/# of hours per pay periods, and # of pay periods are for illustration only. Please use a method that will closely reflect how your agency monitors its Personnel.</i>					
1. Project Director:	\$34,500	\$54,000	\$54,000	\$27,000	\$166,500
(\$4,000-\$4,500 per month) x (100% FTE) x (37 months)					

Project Director responsibilities include overall responsibilities for the project and insures timeliness of contract obligations. Responsibilities include overall project planning and management, budget monitoring and revision, liaison with TCS Health Education Consultant and Contract Manager, quality control monitoring/project evaluation, preparation of progress reports, personnel management, and direct supervision of the Assist. Coordinator, Graphic Coordinator, Materials Development Coordinator, and Materials Distribution Coordinator. Is also primary administrative liaison with administration and other departments including the Customer Service and Distribution Department. (4,500 X 37 months = \$166,500)

	<u>Period</u> <u>12/01/02 to</u> <u>06/30/03</u>	<u>Period</u> <u>07/01/03 to</u> <u>06/30/04</u>	<u>Period</u> <u>07/01/04 to</u> <u>06/30/05</u>	<u>Period</u> <u>07/01/05 to</u> <u>12/30/05</u>	<u>Total</u>
C. Operating Expenses					
Note: The following does not follow in order per Budget Justification instruction, but provides you with another type of sample.					
3. General Expenses					
a. Office Supplies: Includes routine office supplies, including paper, stationary, business cards, binders, pens, pencils, etc.; labels and envelopes for materials distribution and lending library mailings; library supplies, such as, book cards, spine labels, poster sleeves, and video boxes. (\$200 per mo. X 37 mos = \$7,400)	\$1,400	\$2,400	\$2,400	\$1,200	\$7,400
b. Communications: Provides routine telephone service for XX full-time equivalent staff. Costs include a toll-free telephone line for use for agency communication from: TCS, TCS funded projects, and includes for agency usage when providing technical assistance, reference, referral, and circulation. (\$2,000 per mo.X 37 mos = approx. \$74,000)	\$14,000	\$24,000	\$24,000	\$12,000	\$74,000
c. Postage/Shipping: Includes routine mailing/shipping of materials, special mailings to funded projects, shipping/ mailing of lending library materials, postage and shipping of routine correspondence and reports, and use of agency mail service's (includes labor, equipment and shipping supplies). (\$160 per mo. X 37 months = \$5,920)	\$1,120	\$1,920	\$1,920	\$960	\$5,920

NOTE: CONTINUE IN THIS SAME FORMAT FOR THE REST OF THE BUDGET JUSTIFICATION.

BUDGET SAMPLE

Agency Name
02-25400

Exhibit B, Attachment I (For other years indicate: II, III or IV)

Budget

Year 1 (12/01/02 – 06/30/03)

A. Personnel

<u>Position Title and Number of each</u>	<u>Salary Range</u>	<u>FTE %</u>	<u>Annual Cost</u>
	\$		\$

Total Personnel \$

B. Fringe Benefits ([X] % of Personnel)

Total Benefits \$

C. Operating Expenses

<u>Expense Description</u>	<u>Cost</u>
1. TCS Communications Network	\$
2. Space Rent/Lease:	
a. Agency: ___sq. ft. @ \$ ___ft.	\$
b. Warehouse: ___sq. ft. @ \$ ___ft.	\$
c. DHS Housed Staff: ___sq. ft. @ \$ ___ft.	\$
3. General Expenses	\$
4. Printing	
5. Equipment Rental	
6. Audit Expenses	

Total Operating \$

D. Equipment

<u>Equipment Description</u>	<u># of Units</u>	<u>Unit Cost</u>	<u>Total Cost</u>
1. IBM Computer	1	\$	\$

Total Equipment \$

E. Travel

Total Travel \$

F. Subcontract/Consultant:

1. Name of Subcontractor: ABC Market Survey Corporation (If Subcontractor is **known**)

<u>Pers & F.B.</u>	<u>Oper Exp</u>	<u>Equip</u>	<u>Travel</u>	<u>Sub/Con</u>	<u>Other</u>	<u>Indirect</u>	<u>Total Costs</u>
\$	\$	\$	\$	\$	\$	\$	\$
							Total Costs \$

Or

2. Name of Subcontract/Consultant Project (If Subcontractor is **unknown**):

Graphic Artist Consultant	\$
Total Subcontract/Consultant	\$

G. Other Costs

<u>Item Description</u>	<u>Estimated Cost</u>
1. Educational materials	\$

Total Other Costs \$

Total Direct Costs \$

Total Indirect Costs \$

H. Indirect Costs (15% of Total Direct Cost, minus Equipment and Subcontract/Consultant Costs)

Total Costs \$

APPENDIX H (a)

The following is the sample attachment for the Personnel Category:

Contractor's Name
02-25400

Exhibit B, Attachment I (a), Personnel (For other years indicate: II, III or IV)

Budget

Year 1 (12/01/02 – 06/30/03) - Seven Months

A. Personnel:

Position Title and Number of Each	Salary Range	FTE %	Annual Cost
Project Director	\$4600-5512	40-65%	\$12,880
Project Manager	\$4000-4784	100%	\$28,000
Technical Assistance Coord	\$2962-4239	100%	\$20,734
Technical Assistance Spec.(2)	\$2962-4139	100%	\$41,468
Note: continue with all personnel			

Total Personnel Costs: \$ 103,082

APPENDIX H (b)

The following is the sample attachment for the Subcontract/Consultant Category:

Contractor's Name
02-25400

Exhibit B, Attachment I (b), Subcontract/Consultant (For other years indicate: II, III or IV)
Budget
Year 1 (12/01/02 – 06/30/03) - Seven Months

F. Subcontract/Consultant:

1. ABC Market Survey Corporation

Pers & F.B.	Oper	Equip	Travel	Sub/Con	Other Costs	Indirect	Total Costs
\$5,000	\$1,000	\$-0-	\$350	\$-0-	\$250	\$1,250	\$7,850

2. Shimizu and Managers Corporation

Pers & F.B.	Oper	Equip	Travel	Sub/Con	Other Costs	Indirect	Total Costs
\$6,000	\$1,250	\$-0-	\$500	\$-0-	\$250	\$1,500	\$9,500

3. Graphic Artist Consultant \$ 8,000
4. Webpage Consultant \$ 2,000
5. Ethnic Material Development Consultant \$10,000

Total Subcontract/Consultant Costs: \$37,350

APPENDIX H (c)

The following is the sample attachment for the Other Costs Category:

Contractor's Name
02-25400

Exhibit B, Attachment I (c), Other Costs (For other years indicate: II, III or IV)

Budget

Year 1 (12/01/02 – 06/30/03) - Seven Months

G. Other Costs:

Item Description	Estimated Cost
1. Educational materials (includes Resource Center Costs)	\$ 5,000
2. Promotional Items	\$ 100
3. Incentives	\$ -0-
4. Reproduction Development and Distribution	\$ 10,000
5. Material Review/Advisory Committee	\$ 4,000

Total Other Costs: \$ 19,100

COMPARABLE STATE CIVIL SERVICE POSITIONS

STATE CLASSIFICATION TITLE	COMPARABLE TITLE	COMPARABLE MONTHLY SALARY
Health Education Consultant Specialist III	Project Director	\$4,389-\$5,485
Health Education Consultant II	Senior Health Educator or Assistant Director	\$3,994-\$4,993
Health Education Consultant I	Health Educator, Health Education Assistant, Tech.Assistance Coord/Specialist I and II	\$3,321-\$4,139
Supervising Librarian I	Resource Center Coordinator	\$3,418-\$4,987
Junior Staff Analyst (General)	Resource Center Specialist	\$2,507-\$3,300
Secretary	Resource Center Assistant	\$2,300-\$2,906
Associate Information Systems Analyst-Specialist	Web/Database Coordinator	\$3,952-\$4,110
Programmer II	Database Specialist	\$3,589-\$4,363
Librarian	TCS Resource Center Coordinator	\$3,418-\$4,987
Associate Information Systems Analyst-Specialist	Information Specialist	\$3,952-\$4,110
Junior Staff Analyst (General)	Resource Center Specialist	\$2,507-\$3,300
Industrial Warehouse And Distribution Manager	Material Distribution Coordinator	\$3,686-\$4,441
Account Clerk I and II	Customer Support Assistant	\$2,104-\$2,559
Secretary	Administrative Assistant	\$2,298-\$2,794
Stock Clerk	Receiver/Shipper	\$1,600-\$2,392

CONTRACT UNIFORMITY

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, the Department of Health Services sets forth the following policies, procedures, and guidelines regarding fringe benefits.

1. As used in this agreement with reference to State and/or federal funds, fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
2. As used herein, fringe benefits do not include:
 - a. Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty, and/or military leave/training.
 - b. Director's and executive committee member's fees
 - c. Incentive awards and/or bonus incentive pay
 - d. Allowance for off-site pay
 - e. Location allowances
 - f. Hardship pay
 - g. Cost-of-living differentials
3. Specific allowable fringe benefits include:
 - a. Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental, and vision), unemployment insurance, workers compensation insurance and the employers portion of pension/retirement plans provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
4. To be an allowable fringe benefit, the cost must meet the following criteria:
 - a. Be necessary and reasonable for the performance of the contract.
 - b. Be determined in accordance with generally accepted accounting principles.
 - c. Be consistent with policies that apply uniformly to all activities of the Contractor.
5. It is agreed by both parties that any and all fringe benefits shall be at actual cost.
6. Earned/accrued Compensation.
 - a. Compensation for vacation, sick leave, and holidays is limited to that amount earned/accrued within the contract term. Unused vacation, sick leave, and holidays earned from periods prior to the contract period cannot be claimed as allowable costs (See example on page 2).
 - b. For multiple year contracts, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the contract. Holidays cannot be carried over from one contract year to the next. (See example on page 2).
 - c. For single year contracts, vacation, sick leave, and holiday compensation which is earned/accrued but not paid, due to employee(s) not taking time off within the contract term, cannot be claimed as an allowable cost (See example on page 2).

Contract Uniformity
Earned/Accrued Compensation Examples

Example No. 1:

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a contract period of one year. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of the State contract term, the Contractor during a one-year contract term may only claim up to three weeks of vacation and twelve days of sick leave actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the contract are not an allowable cost.

Example No. 2:

If during a three-year (multiple year) contract John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

Example No. 3:

If during a single year contract, John Doe, works fifty weeks and uses one week of vacation and one week of sick leave and all fifty-two of these weeks have been billed to the State, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

EXPENDABLE AND SENSITIVE EQUIPMENT

All equipment, regardless of type, must be budgeted in the Equipment Expenses category.

Expendable Equipment

Expendable equipment is defined as equipment costing less than \$500 per unit and/or has a life expectancy of less than four years.

Expendable equipment includes, but is not limited to, the following:

All Office Furniture (e.g., desks, chairs, tables, bookcases, credenzas, storage cabinets, partitions, computer work stations, etc.);
 Typewriters;
 Calculators;
 Cameras;
 Projectors;
 Answering Machines;
 Easels; and
 Office Telephones.

Sensitive Equipment

This equipment is defined sensitive equipment per the State Administrative Manual regardless of the dollar amount.

Bar Code Reader Computer Component Computer Component CPU Computer Monochrome Monitor Computer Color Monitor Computer Console Computer MSV Storage Computer Printer Computer Tape Unit Computer Disc Drive Computer Terminal Reader Computer Terminal Printer Computer Terminal Data Set Computer Power Supply Computer Power Supply Relay Unit	Computer System Computer Modem Computer Wang System Computer, Other Copier (All types) Facsimile (FAX) Machine (All types) Mailing Machine Plotter Postage Scale Scanner (All types) Television Video Cassette Recorder/Player Video Tape Recorder Video Color Monitor Video Tape Player
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Travel Reimbursement Information
Effective October 1, 2001

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract.
 - a. Reimbursement shall be at the rates established for nonrepresented/excluded state employees.
 - b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever a contract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of special assignments.
 - c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on page 2 of this exhibit to determine the reimbursement allowance. All lodging must be receipted. If Contractor does not present receipts, lodging will not be reimbursed.

(1) Lodging (with receipts):

Travel Location / Area	Reimbursement Rate
Statewide Non-High Cost Area	\$ 84.00 plus tax
Counties of Los Angeles and San Diego	\$110.00 plus tax
Counties of Alameda, San Francisco, San Mateo, and Santa Clara	\$140.00 plus tax

Reimbursement for actual lodging expenses exceeding the above amounts may be allowed with the advance written approval of the Deputy Director of the Department of Health Service or his or her designee. Receipts are required.

- (2) Meal/Supplemental Expenses (with or without receipts): With receipts, the Contractor will be reimbursed actual amounts spent up to the maximum.

Meal / Expense	Reimbursement Rate
Breakfast	\$ 6.00
Lunch	\$ 10.00
Dinner	\$ 18.00
Incidental	\$ 6.00

- d. Out-of-state travel may only be reimbursed if such travel has been stipulated in the contract and has been approved in advance by the program with which the contract is held. For out-of-state travel, Contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, Contractors must have prior Departmental approval and a budgeted trip authority.
- e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on page 2 of this bulletin.

- f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.
2. If any of the reimbursement rates stated herein are changed by the Department of Personnel Administration, no formal contract amendment will be required to incorporate the new rates. However, CDHS shall inform the Contractor, in writing, of the revised travel reimbursement rates.
3. For transportation expenses, the Contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
4. **Note on use of autos:** If a Contractor uses his or her car for transportation, the rate of pay will be 34 cents maximum per mile. If the Contractor is a person with a disability who must operate a motor vehicle on official state business and who can operate only specially equipped or modified vehicles may claim up to 37 cents per mile. If a Contractor uses his or her car "in lieu of" air fair, the air coach fair will be the maximum paid by the State. The Contractor must provide a cost comparison upon request by the state. Gasoline and routine automobile repair expenses are not reimbursable.
5. The Contractor is required to furnish details surrounding each period of travel. Travel detail may include, but not be limited to: purpose of travel; departure and return times; destination points; miles driven; mode of transportation; etc.
6. Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

Travel Reimbursement Guide

Length of travel period	This condition exists...	Allowable Meal(s)
Less than 24 hours	Travel begins at 6 a.m. or earlier and continues until 9 a.m. or later.	Breakfast
Less than 24 hours	<ul style="list-style-type: none"> Travel period ends at least one hour after the regularly scheduled workday ends, or Travel period begins prior to or at 5 p.m. and continues beyond 7 p.m. 	Dinner
24 hours	Travel period is a full 24-hour period determined by the time that the travel period begins and ends.	Breakfast, lunch, and dinner
Last fractional part of more than 24 hours	Travel period is more than 24 hours and traveler returns at or after 8 a.m.	Breakfast
	Travel period is more than 24 hours and traveler returns at or after 2 p.m.	Lunch
	Travel period is more than 24 hours and traveler returns at or after 7 p.m.	Dinner